

DFCCIL

(A Government of India Enterprise under Ministry of Railways)

FINANCE DEPARTMENT

INVITATION TO BID

Name of Work: Audit of Disbursement of Land Compensation

PART - A (ITB, GCC, SCC)

**Tender No. : DFCCIL/HQ/Land Audit/Contract
Agreement/2014**

October 2014

**Dedicated Freight Corridor Corporation of India Ltd.
5th Floor, Pragati Maidan Metro Station Complex
New Delhi - 110001**

SECTION - 1 INSTRUCTIONS TO BIDDERS

Clause No. 1.0 GENERAL INSTRUCTIONS

Clause No. 2.0 SCOPE OF WORK

Clause No. 3.0 VALIDITY OF PROPOSAL

Clause No. 4.0 QUALIFICATION REQUIREMENTS FOR BIDDERS (Proforma A,B & C)

Clause No. 5.0 EARNEST MONEY DEPOSIT (EMD)

Clause No. 6.0 SUBMISSION OF BIDS

Clause No. 7.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

Clause No. 8.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF

Clause No. 9.0 CHECKLIST

Clause No. 10.0 DEVIATIONS

SECTION - 2 GENERAL TERMS & CONDITIONS OF CONTRACT

Clause No. 1.0 DEFINITION OF TERMS

Clause No. 2.0 FIRM/CONSULTANT'S AGENTS/EMPLOYEES

Clause No. 3.0 DURATION OF CONTRACT

Clause No. 4.0 OPENING OF TENDER

Clause No. 5.0 PURCHASE OF TENDER DOCUMENTS

Clause No. 6.0 AWARD OF CONTRACT

Clause No. 7.0 TAXES, DUTIES LEVIES, ETC.

Clause No. 8.0 TERMINATION OF CONTRACT & PAYMENT THEREOF

Clause No. 9.0 FORFEITURE OF EMD

Clause No. 10.0 EFFECT AND JURISDICTION OF CONTRACT

Clause No. 11.0 OBLIGATION OF DFCCIL

Clause No. 12.0 DEFENCE OF SUITS

Clause No. 13.0 PAYMENTS

SECTION - 3 SPECIAL CONDITIONS OF CONTRACT

Clause No. 1.0 REPORTING

Clause No. 2.0 PAYMENT TERMS

Clause No. 3.0 LIQUIDATED DAMAGES FOR DELAY

Clause No. 4.0 TIME EXTENSIONS

Clause No. 5.0 SECURITY DEPOSIT & CONTRACT PERFORMANCE GUARANTEE

Clause No. 6.0 ARBITRATION

SECTION-4 PROPOSAL SHEETS

FORM-1 BRIEF DETAILS OF THE BIDDER

ANNEXURE-A PROPOSAL

ANNEXURE-B CHECK-LIST

ANNEXURE-C UNIT WISE DETAILS OF APPROXIMATE NUMBER OF
TRANSACTIONS, AMOUNT DISBURSED AND NUMBER OF
BANK ACCOUNTS

ANNEXURE-D FORMAT OF PERFORMANCE BANK GUARANTEE

ANNEXURE-E FORMAT OF CONTRACT AGREEMENT

PART- B - PRICE SCHEDULE

Dedicated Freight Corridor Corporation of India Ltd.
(A Government of India Enterprises under Ministry of Railways)

NOTICE INVITING BIDS (NIB)

Proposal for the assignment of Audit of Disbursement of Land Compensation.

Sealed Bids in *Single Packet system* are invited from eligible Consultants for Proposal for the assignment of Audit of disbursement of land compensation by DFCCIL.

Qualifying requirements, provisions of the tender, EMD etc. are given in detailed bid Document available on DFCCIL website <http://dfcc.in/> , www.dfccil.org and eprocure.gov.in. Interested parties may obtain Bid Document from the office of Additional General Manager/Finance/III, Room No: 518, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi, on any working day between 11.00 hrs to 17.00 hrs and **upto 13.00 hrs on 01.12.2014**. The estimated cost of work is Rs. 19.71 Lacs approximately for 90 days. The cost of Bid document is Rs. 2100/- (Tender Fee Rs 2000/- & 5% VAT Rs. 100/- ,non-refundable) in the form of DD or Pay Order only in favour M/s DFCCIL, payable at Delhi drawn on a scheduled or nationalized Bank. DFCCIL will not be responsible for non supply/non receipt of tender documents due to postal/courier delay. Tender document shall be opened at **15.30 hours on 01.12.2014**. If tender document is downloaded from website, cost of the tender document shall have to be deposited along with the bid in a separate envelope failing which the offer shall be liable to summarily rejected.

Dy. General Manager Finance –III
DFCCIL/HQ
Ph. 011-23454978

SECTION I : INSTRUCTION TO BIDDERS (ITB)

1.0 GENERAL INSTRUCTION

- 1.1 Dedicated Freight Corridor Corporation of India Limited (DFCCIL) is a Public Sector Company registered under the Companies Act, 1956 and engaged in construction, maintenance and operation of dedicated freight railway tracks popularly known as corridors. Presently Company is under construction phase and for construction of railway tracks, Land is being acquired by Ministry of Railways under Chapter VI-A of the Indian Railway Act 1989, as modified in 2008, the Land so acquired will be leased to DFCCIL by Ministry of Railways for its use. DFCCIL is also actively associated in the land acquisition process.
- 1.2 DFCCIL intent to solicit the services of a professional who will take up the audit of disbursements on account of land acquisition in accordance with the scope of work as per clause 2.0 below.
- 1.3 The bids / quotation submitted after the time and date fixed for receipt of Bids as set out in the invitation to quotation and not confirming to Notice Inviting Bids are liable to be rejected.
- 1.4 Issuances of bid documents will not automatically mean that such parties are considered qualified. DFCCIL shall not be responsible for loss/delay of any quotation in transit.

2.0 SCOPE OF WORK (Requirement Specification)

- 2.1 **Period of Audit :** Period to be covered during the audit shall be from 01-04-2011 to 31-03-2014.
- 2.2 **Scope of Work: Audit of Disbursement of Land Compensation.**

A. ACTION TAKEN REPORT

1. To review the compliances on observation raised in previous land audit report and to confirm the completeness of actions;
2. To highlight the area through an exception report to Management where action are yet to be taken.

B. FUNDS MANAGEMENT

1. To verify Account wise **detail of receipts** on account of followings on monthly basis:
 - a) Ministry of Railways (MOR);
 - b) DFCCIL Account;
 - c) Other units/SLAO (Special Land Acquisition Officer) bank accounts; and
 - d) Interest accrued & credited to each SLAO Bank Account.
2. To verify the Account wise detail of payment on account of followings on monthly basis:
 - a) Compensation to Project affected parties (PAPs)
 - b) R&R
 - c) Others

3. To check the accuracy of **interest received** in SLAO bank accounts.

C. PAYMENTS & OPERATION OF BANK ACCOUNT

1. To verify that funds from SLAO / Joint Accounts are used for the purpose specified in Para 2 of the Railway Board Letter No. 2006/W-I/Genl./DFC. Pt. II dated 12-11-2008 and to report discrepancies;
2. To check that payments towards compensations and R&R payments have been made from SLAO Accounts and not from DFCCIL account;
3. To confirm that all the payment have been made to the project affected people through account payee cheques;
4. To confirm whether adequate arrangement exist for safe custody of un- issued cheques or otherwise;
5. To Comment on the adequacy of the system of the entire process of disbursement of compensation, documents management and give suggestions for the improvement in the above in in light of CVC & RBI Guidelines.

D. BANK RECONCILIATION & ACCOUNTING OF STALE CHEQUES

1. Verification of Monthly Bank Reconciliation Statement (BRS) of each SLAO Bank Account.
2. Account wise BRS as on 31.3.2012, 31.3.2013 and 31.3.2014 is to be attached with audit report;
3. Pending items in BRS for more than 3 months;
4. To Comment on the adequacy of bank reconciliation and to confirm whether reconciliation is done on monthly basis;
5. To Confirm and report, is there any accounting for Stale Cheque and any mechanism for appraising the bank about such cheques?
6. To Verify Closing Balances of each SLAO's Bank Account as on 31.03.2012, 31.03.2013 & 31.03.2014. Interest Certificate & TDS Certificate of each SLAO's Bank Account as on 31.03.2012, 31.03.2013 & 31.03.2014 is to be attached with the Audit Report.

E. PROCESS OF PAYMENT FOR LAND ACQUISITION WITH IDENTIFICATION OF AWARDEES:

1. To verify and comment up on the procedures of payment for land acquisition starting with identification of awardees as per the declaration given by the competent authority and of physical identification of standing crops, resettlement & rehabilitation assistance, structures & standing trees, for which the payment is made. Also verify and comment on the procedure for payment of R&R, wherever applicable.
2. Whether cheques distributed and amount disbursed on account of cost of compensation of land acquisition have been appropriately accounted for and are backed by the proper documents e.g. if the payment is made for the standing crops or resettlement & rehabilitation assistance, structures & standing trees, there is adequate documents available for needful validation.
3. To check the land awards with reference to the notified rates;
4. To check the R&R awards with reference to the notified R&R compensations
5. To confirm that all payments have been made with reference to the documentation for land acquisition i.e. Form 11 and Land Awards;

6. Verification and report of undernoted instances :
 - a) Accountal of the cheques issued to PAPs but not en-cashed;
 - b) Award declared but PAPs are not accepting the payment,
 - c) Land payment has been made but R&R payment has not been made.
 - d) Compensation amount has been increased due to arbitration or court decision.
7. Details of funds locked in due to legal issues such as:
 - a) Money deposited in treasury of the State Government;
 - b) Land Award amount deposited in courts;
 - c) Money Frozen due to stay by court order;
 - d) Funds embroiled due to Arbitration Awards.
8. To comment upon the complete procedure being followed by each SLAO for declaration and disbursement of awards along with its accounting vis-à-vis the extant guidelines.

F. SUGGESTIONS:

1. To comment on holding of funds in SLAO account beyond requirement.
2. To make suggestion with regard to improving the accounting of the award declaration and its disbursement;
3. To suggest/draw a format for Monthly Progress Report (MPR) for all awards, funds receipt, payments, and balances for each SLAO accounts and its consolidation at Chief Project Manager (CPM) and Corporate Office level.

2.3 The unit wise details of approximate number of transactions, amount disbursed and number of bank accounts is enclosed at Annexure C.

3.0 VALIDITY OF PROPOSAL

The proposal shall be kept valid for a period of 3 (Three) calendar months from the date of opening.

4.0 QUALIFICATION REQUIREMENTS FOR BIDDERS

- 4.1 The Firm/Consultant should be a Partnership/LLP firm of Chartered Accountants in practice in India having minimum 5 Partners as on 01-04-2014. **Copy of certificate of registration issued by the Institute of Chartered Accountants of India be submitted along with the quotation. Details of partners** i.e. Name, Qualification, Experience, Certificate of Practice from ICAI **be provided in Performa-A.** A copy of partnership deed must be submitted with bid.
- 4.2 The Firm/Consultants should possess 15 years' experience in the field of Audit/Taxation and other allied Accounting Services. **Details of experience be provided in Performa-B.**
- 4.3 The Firm/Consultants should possess past experience in providing Audit services for at least two Financial years out of 5 immediately preceding Financial Years in CPSE's. The contact person in the customer organization along with their contact particulars may be provided. **Details of experience be provided in Performa-C.**
- 4.4 The firm should have proper staff to deploy 4 teams consisting of 3 members each headed by a qualified Chartered Accountant duly assisted by semi-qualified staff/ Articled clerks/ Paid assistants. The deployment of teams should be in such a

manner that at least two teams work in each corridor simultaneously so as to complete the assignment within stipulated time. Average number of employees (including articled clerk) during the last three years must be more than 25. A certificate duly signed by authorized signatory of the Firm\Consultant be attached. Corridor wise list of units is as follows :

Eastern Corridor units: Kolkata, Mugal Sarai, Allahabad (East), Allahabad (West), Meerut, Ambala and Tundla;

Western Corridor units: Noida, Ajmer, Jaipur, Vadodara, Surat, Ahemdabad and Mumbai.

The firm shall provide the audit schedule well in advance (at least one week before start of audit) for proper arrangements for audit.

- 4.5 The Firm/Consultants should have H.Q/branch in Delhi/NCR. **Proof of registered address of the firm be provided.**
- 4.6 The Firm/Consultant must have satisfactorily completed in the last three previous financial years and the current financial years upto the date of opening of the tender, one similar work for a minimum value of 35% of the advertised tender value. **Proof to be submitted along with bid documents.**
- 4.7 The contractual payment received by the Firm/Consultants in the previous three financial years and the current financial year upto the date of opening of tender shall be at least 150% of the approximate value of the work mentioned in the tender. **Proof to be submitted along with bid documents.**

Performa A

Details of partners.

S. No.	Name of Partner	Qualification	Post Qualification Experience	Details of Certificate of Practice

Performa B

Detail of experience in the field of Audit/ Taxation and other allied Accounting Services.

S. No	Name of the organization (with address & telephone no.)	Years for which worked.

Performa C

Detail of experience in providing Audit services for at least two Financial years out of 5 immediately preceding Financial Years in CPSE's.

S. No	Name of the organization (with address & telephone no.)	Years for which worked.

5.0 EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit of Rs. 39,500.00 (Rupees Thirty Nine Thousand and Five Hundred only) shall accompany the Bid. The EMD offered shall be in the form of a crossed Bank Draft / Bankers Cheque in favour of DFCCIL payable at Delhi.

The bids not accompanied by EMD shall be summarily rejected.

The EMD of all unsuccessful Bidders except that of the successful bidders(s) will be discharged/ returned after the award of the contract. The EMD of successful bidders will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.

Earnest Money shall be forfeited in case of revocation of Bid or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the bid. EMD shall also be forfeited if the contractor refuses to enter into a contract after being awarded the contract or does not commence work immediately after the award.

6.0 SUBMISSION OF BIDS

All bids / quotation shall be submitted "in sealed cover" in one packet only which should be superscribed as **"Proposal for the assignment of Audit of Disbursement of Land Compensation." NIB No., Date of Opening and address to the Addl. General Manager/Finance-III, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001.** and dropped in the Tender Box kept in the Corporate Office of DFCCIL latest by **1500 hrs on 01.12.2014** positively. The bid should include the original bid documents duly signed and stamped.

7.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

7.1 The bidder shall quote rates in 'Part-B - Price schedule', for the entire scope of work as detailed in clause 2 section I. Bids based on a system of pricing other than that specified shall be rejected. The bid prices shall be in Indian rupees only. Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure. All information in the bid shall be in English. Failure to comply with these requirements will render the bid liable for rejection.

7.2 The firm is required to quote **LUMPSUM PRICE** inclusive of Professional Charges\Audit Fee, expenses on travelling, boarding and lodging etc. No additional payment will be admissible on any account. However, service tax on fees as applicable shall be paid extra.

8.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Satisfactory evidence of authority of the person signing on behalf of the Bidder should be furnished.(ANNEXURE-A).

9.0 CHECK-LIST

The bidders are requested to duly fill in the checklist as per Annexure-B. The checklist is only a reminder of certain important items, to facilitate the Bidder. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects.

10.0 DEVIATIONS

The Firm/Consultant must comply with the tender specification and all terms and conditions of contract. No deviation shall be entertained. A certificate stating no deviations from the NIB or its amendments have been made is to be furnished.

SECTION II :GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITION OF TERMS

- a.** "Contract Documents" shall mean this bid document containing Instructions to bidders, General Terms and conditions of Contract, Special conditions of contract, Contracts proposal, minutes of clarifications to the extent they have been accepted by DFCCIL prior to the award of the contract and Contract Agreement. A performa of the agreement to be executed between DFCCIL and the Firm/Consultant is given at the end of this section (ANNEXURE-E).
- b.** "NCR Area" means Gurgaon, Delhi, Noida, Greater Noida, Ghaziabad and Faridabad.
- c.** "Firm/Consultant" shall mean the bidder whose bid will be accepted by DFCCIL and shall include such successful bidder's legal representatives, successors and permitted assigns, from time to time for the purpose of the contract.
- d.** "Letter of Award" shall mean the official notice issued by the DFCCIL notifying the Firm/Consultant that his proposal has been accepted.
- e.** "Officer in Charge" shall mean DFCCIL officer dealing with the Performance and operations of the contract.

2. FIRM/CONSULTANT'S AGENTS/EMPLOYEES

No other person except Firm's/Consultant's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties.

Firm/Consultant shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof.

The personnel engaged by the Firm/Consultant shall be on the duty of the Firm/Consultant and under no circumstances shall be deemed to be on the duty of DFCCIL. DFCCIL shall have no relationship of Master and Servant or principal and Agent or nexus of any kind whatsoever with such staff deployed by the Firm/Consultant. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the Firm/Consultant undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise.

The personnel engaged by the Firm/Consultant shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions.

3. DURATION OF CONTRACT

The duration of the contract for work to be undertaken by the Firm/Consultant is 90 (Ninety) Days from the date of issue of letter of Award by DFCCIL. The audit will be completed on submission and discussion of Final Report.

4. OPENING OF TENDER

The Tender\Bid received will be **opened at 15:30 hrs on 01.12.2014** in the presence of the authorized representative of the tendering Firm/Consultant, if any. The tenderer shall sign at the bottom right hand corner of every page of the tender documents in token of acceptance of DFCCIL's conditions.

5. PURCHASE OF TENDER DOCUMENT:

The Bidder may download Tender documents constituting detailed terms and conditions from DFCCIL Website website www.dfcc.in and www.dfccil.org. Interested parties may obtain Bid Document from the office of Additional General Manager/Finance/III, Room No: 518, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi, on any working day between 11.00 hrs to 17.00 hrs and **up to 13.00 hrs on 01.12.2014**. The cost of Bid document is Rs. 2100/- (Tender Fee Rs 2000/- & 5% VAT Rs. 100 ,non-refundable) in the form of DD or Pay Order only in favour M/s DFCCIL, payable at Delhi drawn on a scheduled or nationalized Bank. DFCCIL will not be responsible for non supply/non receipt of tender documents due to postal/courier delay. Tender document shall be **opened at 15.30 hours on 01.12.2014**. If tender document is downloaded from website, cost of the tender document shall have to be deposited along with the bid failing which the offer shall be liable to summarily rejected.

6. AWARD OF CONTRACT

DFCCIL will intimate the award of Work in writing to the successful bidder by issuing Letter of acceptance\award accepting the proposal of the bidder. The contract will be awarded to the qualified, experienced and responsive bidder offering the lowest price in conformity with the requirements of these documents and DFCCIL shall be the sole judge in this regard.

DFCCIL reserves the right of rejecting/accepting either the whole or any part of the proposal. The Firm/Consultant shall be fully responsible and shall be bound to perform the job allocated to him at his quoted rates and terms and conditions that have been accepted by Firm/Consultant.

DFCCIL reserves the right to assess bidder's capability and capacity to perform the contract from other sources, should the circumstances warrant such assessment in its overall interest.

7. TAXES, DUTIES, LEVIES ETC.

The Bidders shall be registered with the Commissioner of Central Excise for the purpose of service -tax and **shall furnish a copy of the Registration Certificate along with the bid documents.** Firm/Consultant shall pay all income-tax, surcharge on Income Tax and any other Corporate Tax. Further, the Firm/Consultant shall be liable and fully responsible for payment of all Indian

duties, levies, service tax, VAT and any other taxes attracted/assessed on him under the provisions of the Indian laws. DFCCIL shall not bear any tax liability under any circumstances whatsoever. DFCCIL shall deduct income tax or any other tax at source from all the payments to be made to the Firm/Consultant in accordance with the provision of Indian tax laws, as applicable from time to time, and deposit the same to the concerned Govt. Authorities. Documentary evidence towards having paid the taxes to the Govt. shall have to be produced by the Firm/Consultant, if so required by DFCCIL.

8. TERMINATION OF CONTRACT

If at any time the Firm/Consultant makes any default in proceeding with the work with due diligence and continues to do so even after the notice in writing is served on him or commits any default in complying with any of the terms and conditions even after the notice in writing is given on that behalf by the Officer-in-charge, DFCCIL may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to DFCCIL by written notice, terminate the contract as a whole or a part of the Contract.

9. FORFEITURE OF EMD

The earnest money deposited (EMD) will be forfeited if the bidder withdraws or amends, impairs and derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance Security Deposit or Sign the Agreement.

10. EFFECT AND JURISDICTION OF CONTRACT

The contract shall be considered as having come into force from the date of issue of Letter of Acceptance/Award by DFCCIL.

The laws applicable to this contract shall be the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

11. OBLIGATION OF DFCCIL

DFCCIL shall be responsible for providing the sufficient space and documents required by the audit team for the performance of their duties under the contract.

12. DEFENCE OF SUITS

If any action in court is brought by a third party against DFCCIL or an officer or agent of the DFCCIL for the failure or neglect on the part of the Firm/Consultant to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the Firm/Consultant, his agents/representatives or his sub-Firm/Consultants, drivers or employees, the Firm/Consultant shall in all such cases be responsible and

indemnify and keep DFCCIL and/or his representative harmless from all losses, damages, expenses or decrees arising out of such action.

13. PAYMENTS

Payment shall comprise rate as per final contract price as detailed in payment terms in Special conditions, Section 3 and in Part B Price Schedule, and there shall be no other payments. Firm/Consultant shall be solely responsible for payment of wages/salaries and allowances to his personnel that are payable or might become payable under any new Act or order of Government and also comply with all the statutory laws/acts i.e. PF, ESI etc. relating to their employees. DFCCIL shall have no liability, whatsoever, in this regard.

SECTION 3 : SPECIAL CONDITIONS OF CONTRACT

1.0 REPORTING

Selected firm\consultant is required to submit unit wise draft report after preliminary discussions with the concerned CPM, which will be further discussed by the firm\consultant with DFCCIL officials at Corporate office. Subsequently a Final report of all the Units shall be submitted in accordance with the scope of work as detailed in clause 2 of Section I , Instruction to bidders.

2.0 PAYMENT TERMS

2.1 Payment terms shall be as under :

KD	Description	Completion Period	Enclosed
I	Submission of draft report of all the units of Western Corridor to Corporate Office after preliminary discussions with respective CPM.	75 Days from the issue of letter of award	35% of fee i.e final contract price
II	Submission of draft report of all the units of Eastern Corridor to Corporate Office after preliminary discussions with respective CPM.	75 Days from the issue of letter of award	35% of fee i.e final contract price
III	Submission & Discussion of final report	90 Days from the issue of letter of award	30% of fee i.e final contract price

2.2 The Firm/Consultant shall submit bills, in duplicate, to the dealing Department. Efforts shall be made for payment to be released to the Firm/Consultant through ECS/EFT within 30 days on receipt of bill complete in all respects. TDS as applicable shall be deducted from the bills of the Firm/Consultant. Bills having cutting and over-writing shall not be entertained unless authenticated by the user. No advance payment shall be made under any circumstances.

The Firm/Consultant shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the Firm/Consultant.

The Firm/Consultant shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque issued by the Bank.

The Firm/Consultant shall attach certificate from their Bank certifying the correctness of all the information mentioned in above Para.

(In case where ECS/EFT facility is not available, payment shall be released through Cheque.)

3.0 LIQUIDATED DAMAGES FOR DELAY

Liquidated damages for delay shall be @ 0.50% of awarded value of work for every week of delay attributable to the Firm\ Consultant subject to a maximum of 5% of awarded value work.

4.0 TIME EXTENSIONS

Extension of time for the delay not attributable to the Firm\Consultant can be considered by the officer in charge of the DFCCIL.

5.0 SECURITY DEPOSIT & CONTRACT PERFORMANCE GUARANTEE

5.1 Security deposit of 5% of CONTRACT VALUE will be recovered @ 10% from each running bill of successful bidder till the total security deposit amount available is 5% of the contract value. No other mode of Bank Guarantee or FDR shall be accepted as security deposit. The amount of security deposit will be retained till the 60 days period after the completion of contract. EMD of the successful bidder shall be retained by DFCCIL and will be adjusted as a part of total security deposit.

5.2 On acceptance of tender the successful bidder shall have to submit Performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favor of DFCCIL, New Delhi. The Performance guarantee will be furnished after LOA has been issued but before signing of agreement and should be valid up to two months beyond expiry of the completion period. The agreement should normally be signed within 15 days after issue of LOA and same should be submitted within this time limit.

5.3 The security deposit and Performance guarantee is intended to secure the satisfactory Performance of the entire contract. Failure to faithfully perform and carry out the various activities within the time period defined in the contract may result in invoking either whole or part of the Security Deposit and\ or Performance guarantee. However, it is not to be construed as limiting the recoverable under the contract.

5.4 Format of Performance Bank guarantee to be submitted by the successful bidder is attached at ANNEXURE-D.

6.0 ARBITRATION

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

Notwithstanding any dispute between the parties, the Firm/Consultant shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

SECTION IV : PROPOAL SHEETS AND ANNEXURES

FORM-1

BRIEF DETAILS OF THE BIDDER

A General Information:

1. Name of the Firm/Consultant:
2. Complete postal address with Telephone /Fax No:

Corporate Office: _____

Regional Office: _____

Branch Office: _____

3. Date of Incorporation:

(Please attach proof) _____

B Experience Record:

- a. Details of partners as per Performa A in clause 4.1 of Section I is enclosed
- b. Details of experience during the last 15 years in the field of Audit/ Taxation and other allied Accounting Services as per Performa B in clause 4.2 of Section I is enclosed.
- c. Details of past experience in providing Audit services for at least two Financial years out of 5 immediately preceding Financial Years in CPSE's as per Performa C in clause 4.3 of Section I is enclosed.

(Signature)

(Name)

Designation :Partner

Membership No:

Address:

PROPOSAL

To
Addl. General Manager/Finance-III
Dedicated Freight Corridor Corporation of India Limited
Room No 518,
5th Floor, Pragati Maidan Metro Station complex,
New Delhi – 110001

Sub: PROPOSAL FOR AUDIT OF DISBURSEMENT OF LAND COMPENSATION.

Dear Sir,

I/We, the undersigned (hereinafter called "The Bidder", having read & examined all the sections of these documents along with Notice - Inviting Bids in connection with the above mentioned works, offer to execute and complete the whole of the said work if awarded to us, in conformity with the said Bid documents.

I/We hereby submit our bid and undertake to keep our bid for above work valid for a period of Three (03) months from the date of opening of bid. We hereby further undertake that during the said period I/We shall not vary/alter or revoke my/our bid.

Unless and until a formal agreement is prepared and executed, this offer together with your written acceptance thereof shall constitute a binding contract between us. We understand that DFCCIL is not bound to accept the lowest or any offer it may receive. If our offer is accepted, we undertake to complete the whole/ or part portions of the work as awarded to us within the time stated herein.

The particular of our Organization & other relevant details are enclosed.

Signed

In the capacity of

Duly authorized to sign offers for and on behalf of

Bidder's Name

CHECKLIST

Bidders Name:

SN	Items Description	Reference	Enclosed
1.	Firm certificate of registration issued by the Institute of Chartered Accountants of India and copy of partnership deed.	Section I : Instruction to Bidders Clause 4.1	YES/NO
2.	Details of Partners to be provided in Performa-A	Section I : Instruction to Bidders Clause 4.1	YES/NO
3.	Details of experience be provided in Performa-B.	Section I : Instruction to Bidders Clause 4.2	YES/NO
4.	Details of experience be provided in Performa-C.	Section I : Instruction to Bidders Clause 4.3	YES/NO
5.	Proof of registered address of the firm.	Section I : Instruction to Bidders Clause 4.3	YES/NO
6.	Certificate giving average number of employees.	Section I : Instruction to Bidders Clause 4.4	YES/NO
7.	Proof of Qualifying Requirements	Section I : Instruction to Bidders Clause 4.6 & 4.7	YES/NO
8.	EMD	Section I : Instruction to Bidders Clause 6.0	YES/NO
9.	Certificate of no deviations	Section I : Instruction to Bidders Clause 8.0	YES/NO
10.	Registration Certificate of Service Tax	Section II : GCC Clause 6.0	YES/NO
11.	Certificate from Bank	Section II : GCC Clause 10.0	YES/NO
12.	Brief Details of Bidder	Section IV : Form-1	YES/NO
13.	Proposal in original (duly signed & stamped)	Section IV : Annexure A	YES/NO
14.	Check List	Section IV : Annexure B	YES/NO
15.	Authorization letter in favour of person signing the bid documents	Section I : Instruction to Bidders Clause 6.0	YES/NO
16.	Price Schedule	ANNEXURE C	YES/NO

(In case answer to any of the above is in 'NO', the bid shall be summarily rejected)

DFCCIL
(A Government of India Enterprise under Ministry of Railways)

FINANCE DEPARTMENT

INVITATION TO BID

Name of Work: Audit of Disbursement of Land Compensation

PART - B (PRICE SCHEDULE)

**Tender No. : DFCCIL/HQ/Land Audit/Contract
Agreement/2014**

October 2014

**Dedicated Freight Corridor Corporation of India Ltd.
5th Floor, Pragati Maidan Metro Station Complex
New Delhi - 110001**

PART B

PRICE BID

The Firm/Consultant is required to quote **LUMPSUM PRICE** inclusive of professional charges and Lodging and travelling expenses, etc for the **Scope of Work as per clause 2 of Section I : Instruction to bidder**. No additional payment will be admissible on any account. However, service tax on fees as applicable shall be paid extra.

S.No.	Description Of Work	Lump sum Rate of Scope of Work as per clause 2 of Section I : Instruction to bidder.*
1.	Audit of Disbursement of Land Compensation in terms of clause 2.2 of Section : Instruction to bidder	
2.	Service Tax on Above as applicable	
TOTAL (Rupees)		

*Rates to be quoted in figures as well as in words. In case of difference between quotes in figures and words, the quotes in words shall prevail.

Details of Land Acquisition and award of Compensation

Sl. No.	Name of the Unit	Financial Years	Total No. of Bank Transactions (apprx.)	Total Money deposited in Bank (In Crores of Rs.)	Total Money disbursed (In Crores of Rs.)	Number of Bank Accounts as on 30.06.2014
		2011-12	0	801.05	668.34	5
1	Vadodara	2012-13	50	35.00	12.52	
		2013-14	634	60.52	74.7	
		2011-12	40	9.25	6.17	3
2	Surat	2012-13	127	81.13	16.81	
		2013-14	566	200.60	126.00	
		2011-12	542	63.52	20.52	7
3	Ahmedabad	2012-13	363	30.97	29.62	
		2013-14	584	247.72	29.2	
		2011-12	6419	133.70	88.49	12
4	Ajmer	2012-13	2180	30.00	50.71	
		2013-14	1221	-	15.72	
		2011-12	9882	197.27	159.83	11
5	Jaipur	2012-13	3655	20.66	44	
		2013-14	634	0.63	10.57	
		2011-12	9557	539.60	133.82	5
6	Kanpur	2012-13	17231	54.19	348.16	
		2013-14	7547	77.94	127.16	
		2011-12	1382	225.71	48.55	3
7	Mughalsarai	2012-13	2622	90.00	67.47	
		2013-14	2418	-65.00	56.55	
		2011-12	2413	65.50	15.9	3
8	Allahabad (E)	2012-13	9481	19.50	49.12	
		2013-14	10374	31.00	72.41	
		2011-12	1936	60.68	28.86	3
9	Allahabad (W)	2012-13	5922	153.79	72.08	
		2013-14	3537	-20.00	85.04	
		2011-12	2500	102.90	0	8
10	Noida	2012-13	9000	612.95	576.26	
		2013-14	12000	748.13	581.65	
		2011-12	0	-	0	3
11	Mumbai	2012-13	128	54.37	2.54	
		2013-14	724	290.40	161.76	
		2011-12	311	551.25	9.35	6
12	Ludhiana	2012-13	2301	252.23	690.44	
		2013-14	793	13.96	97.76	
		2011-12	0	0.05	0	1
13	Kolkatta	2012-13	0	0.61	0	
		2013-14	0	9.07	0	
		2011-12	163	139.67	8.45	7
14	Meerut	2012-13	2809	57.81	97.49	
		2013-14	1480	56.42	35.51	
15	HO, Delhi (Note 8)	-	-	-	-	1
		Grand Total	133526	6034.75	4719.53	

Form of Contract

LUMP-SUM

Name of The Work : Audit of Disbursement of Land Compensation.

This contract agreement is made on the _____ Day of _____ 2014, between, on the one hand, **Dedicated Freight Corridor Corporation Of India Limited** (a Government of India Enterprise)(hereinafter called the "DFCCIL") through its authorized signatory, AGM/Finance/III , which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns of the ONE PART

and, on the other hand,

M/S _____ (**Name**) _____(hereinafter called the "Firm\Consultant") which expression shall unless excluded by or repugnant to the subject or context include their heirs, executors, administrators, legal representatives and assigns of the SECOND PART.

WHEREAS

- (a) the DFCCIL has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the DFCCIL that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Letter of Award;
 - (b) The General Terms and Conditions of Contract;
 - (c) The Special Conditions of Contract;
 - (d) Appendices:
 - Appendix A: Scope of Work
 - Appendix B: Price Bid
 - Appendix C: Proposal submitted by the Firm\Consultant

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The final contract price for the assignment shall be Rs. _____ (Rupees. _____). However, service tax on fees as applicable shall be paid extra.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Firm\Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the DFCCIL shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of

Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise)

[Authorized Representative of the DFCCIL – name, title and signature]

For and on behalf of "Firm/Consultant"

Partner

[Authorized Representative of the Firm/Consultant – name and signature]

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No. _____

Dated : _____

To,

**Dedicated Freight Corridor Corporation of India Limited
Pragati Maidan Metro Station Building Complex, Fifth Floor,
New Delhi**

Reference:- Contract No. _____ **,Awarded on** _____

This deed of guarantee made this day of _____ Between _____ (Name of Bank) having registered office at _____ (hereinafter referred to as "Bank") of the one part, and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the "Employer") of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for _____ (hereinafter called "the Contract") to _____ (Name of the Contractor) having its registered office at _____ (hereinafter called the Contractor).

AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs _____ (Rupees Amount in words).

Now we the undersigned _____ (Name of the Bank official) being fully authorized to sign and to incur obligations for and on behalf of the Bank, hereby declare that the said bank will guarantee the Employer the full amount of Rs. _____ (Rupees. _____ Amount in words) as stated above.

After the Contractor has signed the afore said Contract with the Employer, the Bank further agree and promise to pay the due and payable under this guarantee without any demure merely on a demand from the employer stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the employer by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement .Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees. _____ Amount in words) only.

(continued from page1, BG No. _____, Dated _____)

We _____ (indicate name of the Bank), further undertake to pay to the employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

We _____ (indicate name of the Bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (designation & address of contract signing authority) on behalf of employer certifying that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the employer or until date of validity / extended validity, whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the employer within validity/ extended validity period of guarantee from the date aforesaid.

Provided always that we _____ (name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we _____ (name of bank) shall pay the employer the full amount of the guarantee on demand without demur.

We _____ (indicate name of the Bank), to further agree with the employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any power exercisable by the employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the mployer or any indulgence by the employer to the said contractor or by any such matter or thing whatsoever which under law relating to sureties for the said reservation would relieve us from the liability.

(continued from page2, BG No. _____, Dated _____)

The guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

We _____ (name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore :

- i) Our liability under this bank Guarantee shall not exceed and restricted to Rs. _____ (Rupees _____ in words).
- ii) This bank guarantee shall be valid up to _____, unless extended on demand by the Employer.
- iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank Guarantee only if employer serve a written claim or demand on or before _____ (date) .

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of _____ being herewith duly authorized.

Bank Seal

Signature of Bank Authorized Official with seal

Name : _____

Designation : _____

Address : _____

Witness :

1. Name : _____

Designation : _____

Address : _____

2. Name : _____

Designation : _____

Address : _____