



**DFCCIL**

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

**CIN : U60232DL2006GOI155068**

**E-TENDER/BID DOCUMENT**

**Name of Work: Maintenance of Accounts of DFCCIL**

**Tender No. : HQ/F&AC/Maintenance of Accts./Tender/2019**

**April, 2019**

**Dedicated Freight Corridor Corporation of India Ltd.  
5<sup>th</sup> Floor, Pragati Maidan Metro Station Complex  
New Delhi – 110001**

## **PART- A**

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FORM III		FORM OF DECLARATION
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FORM V		ECS FORM
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**PART- B                            PRICE BID**



**DFCCIL**

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

**CIN : U60232DL2006GOI155068**

**INVITATION TO BID**

**Name of Work: Maintenance of Accounts of DFCCIL**

**PART - A  
(NIT, ITB, GCC, Scope of Work, SCC & Tender Forms and  
Annexures)**

**Tender No. : HQ/F&AC/Maintenance of Accts./Tender/2019**

**April, 2019**

**Dedicated Freight Corridor Corporation of India Ltd.  
5<sup>th</sup> Floor, Pragati Maidan Metro Station Complex  
New Delhi – 110001**

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

**SECTION I: NOTICE INVITING TENDERS (NIT)**

1. Online bids (e-tender) under “**Single-Stage Two packet System**” **least cost selection basis** are invited from eligible Accounting / Audit firms having suitable experience for and on behalf of DFCCIL for the work “Maintenance of Accounts of DFCCIL.”
2. The details of works are available in the tender document which can be downloaded from DFCC website [www.dfccil.com](http://www.dfccil.com) (for reference only) and Central Public Procurement Portal [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). The bid is to be submitted online only on [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) up to last date & time of submission of tender. The brief details of the tender are as under:

<b>I</b>	<b>Tender reference No.:</b> HQ/F&AC/Maintenance of Acctts./Tender/2019
<b>II</b>	<b>Mode/Type of Tender:</b> Open Tender - “Single stage two Packet system” under e-procurement System
<b>III</b>	<b>Scope of Services:</b> As per Section II – Scope of Work.
<b>IV</b>	<b>Estimated Cost of Services (Tender Value):</b> INR 214 Lacs (excluding GST) for a period of two years
<b>V</b>	<b>Duration of Work:</b> Two Years extendable by one year
<b>VI</b>	<b>Period of Bid Validity:</b> 90 days
<b>VII</b>	Cost of bid documents: Rs.11800/- (Eleven Thousand Eight hundred) including GST @18% Bid submitted without cost of bid document shall be rejected.
<b>VIII</b>	Amount of Bid Security (EMD): INR 428000/-(-Four lacs twenty eight thousand only)
<b>IX</b>	Client’s address for the receipt of bid documents: General Manager/Finance, CAG DFCCIL, 4 <sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001,

	Phone No. 011-23454903, 011-23454789,011-23454771
<b>X</b>	<b>Helpline for e-tendering:</b> Mr. Suraj:- 9599653865, 011-49424365
<b>XI</b>	<b>Venue of bid opening:</b> DFCCIL, 5 <sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001

**Cost of bid document and bid security is to be submitted in the form of Crossed Demand Draft / Banker's Cheque favouring "M/s DFCCIL" payable at Delhi/New Delhi.**

3. The critical dates of tender are as under:

Sl. No.	Particulars	Date	Time
i)	Publishing Date	30 <sup>th</sup> April 2019	
ii)	Document Download/ Sale Start Date & Time	30 <sup>th</sup> April 2019	1600 hrs
iii)	Bid Submission Start Date & Time	30 <sup>th</sup> April 2019	1600 hrs
iv)	Bid Submission Closing Date & Time	21 <sup>st</sup> May 2019	1500 hrs
vi)	Dead line for receipt of Cost of Bid document and EMD/Bid Security in Hard Copies in sealed envelopes. (Offline submissions)	21 <sup>st</sup> May 2019	1500 hrs
vii)	Technical Bid Opening Date& Time	21 <sup>st</sup> May 2019	1530 hrs
viii)	Financial Bid Opening Date& Time	Will be intimated to the technically qualified bidders.	

4. Bidders are advised to follow the instructions provided in the Section-III - 'Instructions to the Bidders' for the e-submission of the bids online through [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL).

5. The bidders who wish to submit their bids for the aforesaid work shall have to meet the Eligibility Criteria given as here under:

- a) The bidder should be a reputed Accounting/Audit firm carrying out practice in India. **Copy of certificate of registration issued by the governing body/Institute be submitted along with the Bid.**
- b) The bidder should have H.Q/branch in Delhi/NCR. **Proof of registered address of the firm be provided.**

- c) The bidder must fulfill following Technical Criteria on Tender Opening date (Detail to be furnished in Form –II of Section VI) to qualify :-

Sl. No.	Particulars
1.0	The bidder should possess at least 20 years of experience in the field of accounting / audit works.
2.0	The bidder should have at least 10 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant), who are with the firm for a minimum period of one year as on date of opening of the Tender.
3.0	The bidder should have at least 1 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with CISA / DISA Certification.
4.0	The bidder should have at least 1 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with IND AS/ IFRS certification/ diploma or similar qualification.
5.0	The bidder should have at least 15 no. of semi – qualified assistants (CA/Cost Intermediate / B.Com Graduate)
6.0	The bidder should have atleast 5 partners out of which atleast 2 should be FCA/FCMA
7.0	The bidder should satisfy atleast <b>any one</b> of following experience: <ul style="list-style-type: none"> <li>a) IND AS Implementation advisory experience in any PSU or Private Sector company having net worth of Rs 250 crores and above OR</li> <li>b) Statutory Audit of Companies whose accounts have been maintained as per IND AS in year of audit OR</li> <li>c) Accounting services including finalisation of IND AS Complaint Accounts</li> </ul>
True self-attested copies of the necessary certificate supporting above qualification are to be provided along with the bid document.	

- d) The bidder must have satisfactorily completed in the last three previous financial year and the current financial years up to the date of opening of the tender, one similar work ie Maintenance of Accounts of
- i) Government Bodies/ Public Sector Companies or
  - ii) Private sector Company having network of Rs 250 crores and above

for a minimum value of 35% of the advertised tender value (refer clause 2 of NIT). Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in Form-IX.

OR

- i) In case of ongoing work of similar nature (Maintenance of Accounts of a) Government Bodies/ Public Sector Companies or b) Private sector Company having networth of Rs 250 crores and above the total period of continuous work shall not be less than 12 Months and the minimum value of work done in the last three previous financial year and the current financial year up to the date of opening of the tender shall be 35% of the advertised tender value (refer clause 2 of NIT).

**Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in Form-IX.**

- e) The professional fees as per financial statements of the bidder in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the advertised tender value (refer clause 2 of NIT). **Certified true Copy of audited annual accounts are to be submitted as a proof along with bid documents.**
- f) Each bidder must produce:
  - (i) GST No., PAN;
  - (ii) A declaration that the information furnished with the bid documents is correct in all respects; and,
  - (iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.
6. The bidder should have not been banned/ de-listed/ black listed/ de-barred from business by any PSU/ Govt. Bodies during last 03 (three) years.
7. In the event of the specified date for the offline submission being declared a holiday for the Client, the same will be received up to the specified time on the next working day.
8. At any time prior to the deadline for submission of bid, the Client may amend the Tender Document by issuing corrigendum/addendum which shall be notified on DFCCIL website [www.dfccil.com](http://www.dfccil.com), [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app), [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). Therefore, the bidders are advised to visit these sites regularly before deadline for submission of bids.



9. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.
10. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Client, shall be in the English language.
11. Client reserves the right to cancel the tendering process at any time before award of Work without assigning any reasons thereof.
12. To improve transparency and fairness in the tendering process the Client is implementing Integrity Pact.

The Integrity Pact, signed by the successful Bidders and the Client, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract.

The format of Integrity Pact is provided in Form X in Section-VI.

Successful bidder shall submit duly executed Integrity pact on Non-Judicial Stamp paper of appropriate value prior to signing of Contract Agreement.

13. Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly hard copy(ies) of the offline documents, if received by the Client after the deadline for submission of Bids prescribed in NIT, then it will be considered as 'Late Bid' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further.

General Manager/Finance/CAG  
DFCCIL/HQ  
4<sup>th</sup> Floor,  
Pragati Maidan Metro Station Building Complex,  
New Delhi-110001  
DFCCIL/HQ

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## **SECTION II: SCOPE OF WORK**

### **1.0 SCOPE OF WORK OF MAINTENANCE OF ACCOUNTS**

1.1 **Period of Assignment:** Period of assignment for the work to be undertaken by the Firm/Consultant will be for the period of Two Years extendable by One year, if required (starting from the date mentioned in the letter of award on same terms and conditions at the sole discretion of the DFCCIL. The work will be completed on submission of all the MIS reports for the last month and successful handing over of the records\details\data to the Client or to any other person/Accounting/Audit firm as per the direction of the Client.

### **1.2 Functions related to accounting :**

- a. Accounting of all payments and receipts, liabilities and assets using standard accounting package such as Tally/ERP for Accounting and MIS purposes
- b. Maintenance of records of all accounting vouchers and supporting bills/vouchers.
- c. Assigning head of allocation to accounting vouchers of contractors and other bills received from Units and corporate office, wherever required, and booking of all such vouchers in the Accounting Software.
- d. Preparation of the Company's financial statements at the end of each interim period i.e. end of each quarter, half yearly as well as at the end of Financial Year, and other periodical Accounts and Balance sheets, if required.
- e. Preparation of Monthly, Quarterly Fixed Assets Register for Calculation of Depreciation as per Company's Act. 2013, Income Tax Act, 1961 and as per Company Policy.
- f. Guidance on formation of Accounting Policies of the Company required for compliance of the requirements of the Companies Act, 2013 and other statutes.
- g. Preparation of presentations on financial information for Audit Committee and BOD meetings.
- h. Co-ordination with branches/ units for bills, vouchers, accounting, tax and audit matters
- i. Giving necessary guidance in the matter of operation of the relevant heads of accounts and in the establishment of the accounting system to meet the requirements as per MOU/any other agreement executed with the Ministry of Railways.
- j. Maintenance of soft copy of all transactions and quarterly and annual accounts on regular basis

- k. Preparation of Bank Reconciliations of all banks on monthly/weekly/daily basis as may be required by DFCCIL and coordination for clearing of unreconciled items.
- l. Complete Co-ordination with Internal Auditors, Statutory Auditors, Tax Auditors, GST Auditors, World Bank Auditors and Auditors from C&AG etc .and providing all relevant information and Preparation of replies.
- m. To provide all the necessary and satisfactory information & explanations about the accounting procedures and policies to the management and to the Company's auditors.
- n. Development and continuous upgrading of a suitable MIS for management reporting.
- o. Preparation of the daily, weekly, monthly, quarterly and annual MIS reports as per the requirement of the organization and their submission to the management.
- p. Preparation of CPM wise/corridor wise expenditure on monthly basis or such periodicity as required by DFCCIL.
- q. Preparation of various details for management requirements, as and when required.
- r. Checking of relevant information in Annual Reports
- s. Opening of new Ledgers and periodic review of existing ledgers
- t. No dues status of employees as per books of accounts
- u. Preparation of information in formats as per manuals/circulars/instructions issued by DFCCIL as amended from time to time.
- v. Ageing schedule of debtors, creditors, assets, liabilities etc
- w. Preparation of MIS of important figures from inception of Company
- x. As and when required, assistance will be provided by submitting and explaining various accounts, audit, taxation and other related matters by attending BOD meeting, Audit Committee and other meetings
- y. Maintenance of files of relevant Circulars of Accounts/Taxation
- z. Preparation of MIS for Utility shifting/Other Advances MIS and related Audit Committee/Board Agenda items
- aa. Preparation of Draft Board/Audit Committee agendas for Accounts/Tax related work including auditor's appointment
- bb. Providing Net worth Certificate
- cc. Changes in GLs/maintenance of data in TALLY software for improvement of systems
- dd. All accounting entries passed in system will have to be reviewed by a Chartered Accountant, other than officer who posted it.
- ee. Review of vouchers by Team Leader of vouchers above a threshold limit as decided by DFCCIL

- ff. Complete details in MS Excel/Register of vouchers kept in storage with book number. Format to be decided by DFCCIL
- gg. Reply of information required under RTI pertaining to Accounts/Tax matters
- hh. Formats of various MIS shall be as provided by DFCCIL and amended from time to time.
- ii. Printing of TALLY Vouchers and arranging all vouchers as per records and reviewing all supporting documents
- jj. Payment coordination with banks for payments/transactions if required by DFCCIL
- kk. Preparation of Related party information
- ll. All vouchers shall be checked properly before entry in Accounting software. In this respect, guidelines issued by DFCCIL, if any shall be adhered to. DFCCIL may insist on each voucher being stamped and initialed by Firm in token of having been reviewed/checked. Stamp may contain such particulars as may be required by DFCCIL
- mm. Inhouse instructions on Accounts and Tax Issues
- nn. Creation/Amendment of GLs in SAP software as per requirement
- oo. Testing of data in SAP environment from accounting and tax perspective
- pp. Compliance certificate of applicable laws
- qq. Preparation of Draft Instructions/guidance note/circulars related to Accounting/Taxation matters
- rr. Any other related service assigned by DFCCIL

### 1.3 **Functions related to Taxation :**

#### i) **Income Tax**

- (a) Preparation of Income Tax Computation for calculation of Advance Tax on time to time and depositing quarterly advance tax with appropriate authority as well as annual tax as required to be paid under the provisions of the Income Tax Act, 1961 on the basis of books of accounts and further information furnished.
- (b) Advising the company for tax deduction at source (TDS) or tax collection at source (TCS) as applicable to the Company. Computation/calculation of monthly TDS/TCS amount and depositing with appropriate authority for salary and non-salary payments\provisions as required under the Income Tax Act, 1961.
- (c) Preparation of quarterly and annual TDS/TCS return for Salary and non-salary portions and submission of the same to the Income Tax Department under the provisions of the Income Tax Act, 1961.
- (d) Filling of Revision's in the quarterly and annual TDS/TCS return for salary

and non-salary portions either related to the same financial year or any of the previous financial years and submission of the same to the Income Tax Department under the provisions of the Income Tax Act, 1961.

- (e) Filing of Statement of Financial Transactions (SFT) under the Provisions of Income Tax Act, 1961
- (f) Liaising with Income Tax department in respect of any taxation issues (i.e. Scrutiny, Assessment related to any of the Assessment Year, advance tax, TDS, TCS, notices, penalty, demands, refunds hearing etc.)
- (g) Opinion/Advise/Draft Reply/Note on each of the Taxation Issues as required, to be submitted on Letter Head of the Firm duly signed by Partner/Authorized Representative.
- (h) Maintenance of soft copy of all quarterly/annual returns and revision thereof on regular basis.
- (i) Preparation of Statements/Reconciliations/Formats as requisite by Tax Auditor. Liaising with Tax Auditor for completion of Tax Audit and filing of Income Tax Return with Tax Audit Report to the Income Tax Department as per Income Tax Act, 1961.
- (j) In case of Tax Scrutiny, preparation of details as required by the Tax Authorities.
- (k) Advisory function to be discharged by the Firm shall be only in respect of routine matters of Income Tax and filing of returns. The Expert advice on the complex issues in Income Tax Act shall be referred to the Experts on the subject on the written request of the Firm and further approval of the Corporate Accounts and Taxation department of DFCCIL.
- (l) Summarized report of various assessments and updated at monthly intervals
- (m) Inhouse instructions on Accounts and Tax Issues
- (n) Compliance certificate of applicable laws
- (o) Any other related service assigned.

ii) **MIS Report on Direct Taxation**

- (a) Assistance in Issue of Form 16A as per IT Act/Rules.
- (b) Assistance in Issue of Form 16 Part A as generated from TRACES website per IT Act/Rules and submission of same to Payroll department.
- (c) Monthly Updated Status on Income Tax Assessment cases pending with Assessing Officer/CIT(A)/ITAT/High Court/Supreme Court related to Direct Tax.
- (d) Maintenance of ledger and registers regarding TDS/TCS Deposits, Adjustment on account of Revision of TDS/TCS Return of respective quarter, Unconsumed challan Generated for any Quarter, Unconsumed Challan Adjusted for any Quarter.
- (e) Monthly review of GL accounts related to Direct Taxes and review report of these GL accounts put-up to Concern DFCCIL Officer on monthly basis.
- (f) MIS related to Direct tax in Formats as provided by DFCCIL and amended from time to time.

- f) Any other related statement/replies/function's as per DFCCIL's requirement in relation to Direct Tax.

**iii) Professional Tax**

- (a) Reconciliation of Professional Tax as Deducted by the Pay Roll Section with books of accounts and coordination as per internal instructions.
- (b) Advice to concern for timely depositing of Professional Tax and related issues.
- (c) Liaising with concern Units for Professional Tax related issues as per internal instructions.

**iv) GST Related Work**

- a) Accounting of GST to proper head of accounts
- b) Preparation of Monthly MIS of GST from Units/State/Company Level Eg GST paid, ITC availed and utilized etc
- c) Complete coordination with all Accounting units from GST perspective.
- d) Preparation of challans and deposit of all applicable GST liability in the prescribed time.
- e) Preparation and Filing all applicable returns under GST ACT in the prescribed time. This will include monthly/quarterly/Annual Returns also
- f) Reconciliation of GST with books of accounts and returns and Govt Portal.
- g) To provide GST related information and replies to Auditor i.e. internal auditor, statutory auditor, CAG auditors etc.
- h) Issue of all instructions issued by Govt (Circulars/ notification etc ) to all project offices
- i) To maintain all important documents related to GST and to keep it in safe custody.
- j) Routine advise on various GST related issues
- k) In case of Tax Scrutiny, preparation of details required by the Tax Authorities.
- l) Comments on outside expert opinions/inhouse instructions.
- m) MIS related to Indirect tax in Formats as provided by DFCCIL and amended from time to time
- n) To prepare GST information in MS Excel of various vouchers passed, returns and Govt portal
- o) Various GST reconciliation statements. Periodicity will be as decided by DFCCIL
- p) Inhouse instructions on Accounts and Tax Issues
- q) Routine handling of all issues related to erstwhile Service Tax Act/VAT/WCT and other indirect tax acts including Returns already filed and discharge of liability
- r) Preparation of Statements/Reconciliations/Formats as requisite by Tax Auditor/DFCCIL
- s) Compliance certificate of applicable laws
- t) Creation of GST ledgers in SAP
- u) Any other GST related work assigned by DFCCIL

- v) **Issue of Form 15 CB and assistance in preparation of related Form 15CA**  
Preparation and Issue of form 15CB and related form 15CA in case of foreign currency payments and keeping MIS of such certificates in desired format. Maximum 50 certificates are envisaged during contract period. Any increase in issuance of Form 15CB certificates will be paid extra as per mutually agreed rates.
- vi) Partner of Firm shall review the work being performed on a weekly basis. A monthly presentation shall be given by Partner of Firm on overall Assignment and highlight key areas requiring DFCCIL Management Attention.
- vii) Further Partner of Firm as well as Team Leader shall be present in all Management meetings on Accounting/Taxation/Audit Related Work

**Advisory function to be discharged by the Firm shall be only in respect of routine matters of Direct and Indirect Tax. The Expert advice on the complex issues in Direct Tax and Indirect Tax shall be referred to the Experts on the subject on the written request of the Firm and further approval of the Corporate Accounts and Taxation department of DFCCIL.**

#### **1.4 Generation of MIS Reports :**

It may please be noted that periodicity of MIS is indicative and can be changed by DFCCIL as per its requirement for efficient discharge of office work. Also besides soft copy, Firm will have to maintain MIS in various Registers in hard copy, if required by DFCCIL

##### **A MONTHLY BASIS:**

1. Expenditure Statement -CPM wise project expenditure;
2. Expenditure Statement -Position of advances to Zonal Railways and Non-Railways;
3. Bank Reconciliation Statement of all the bank Accounts.
4. Maintenance of salary data employee wise, Unit wise and component of pay wise together with any MIS report required;
5. Maintenance and Updating of stale cheque ledger/register;
6. Maintenance and Updating of TA/DA advance ledger/register;
7. Maintenance and Updating of Medical advance ledger/register;
8. Maintenance and Updating of LTC advance ledger/register;
9. Maintenance and Updating of Advance for Expenses ledger/register;
10. Maintenance and Updating of Earnest money Deposit ledger/register;
11. Maintenance and Updating Security deposit (against Project work) ledger/register;

12. Intimation of Adverse Balances if any as per the nature of General Ledger to be provided;
13. Binding of all accounting vouchers together with bills including the contractor bills;
14. Details of EAP (Loan ) disbursements;
15. Statement/Control of vouchers received and vouchers entered.
16. Ageing analysis of all advances, deposits, provisions and other important items.
17. Monthly MIS shall contain movement sheet of important items.
18. Monthly review report of Trial Balance of each project office and Complete DFCCIL as a whole.
19. MIS of Land Bank Accounts in format decided by DFCCIL from time to time and related coordination with field offices and maintenance of data in MS Excel/TALLY.
20. MIS of funds received from MOR/CO for land account purposes and remittance/transfer to various SLAO Bank accounts in format decided by DFCCIL.
21. Any other related statement as per DFCCIL's requirement.

**A. QUARTERLY BASIS:**

1. Reply to quarterly internal audit report and compliance therewith;
2. Maintenance of SPVs' details:
  - g) Debt equity ratio;
  - h) Share of Equity Participants;
3. Up-dating of the details in the fixed assets register;
4. Working out turnover, net-worth, and other ratios of DFCCIL on preparation of accounts; and
5. Any other related function as per DFCCIL's requirement.

**B. HALF-YEARLY BASIS:**

1. Working out interest payable on borrowed funds;
2. Working out accrual of and saving in D&G charges on overall project cost;
3. Any other related function as per DFCCIL's requirement.

**C. YEARLY BASIS:**

1. Preparation of Balance Sheet for each of the World Bank- funded projects or such other reports as may required for EDFC audit;
2. Preparation of the Summarized Financial Result (SFR) as required by the CAG auditors;
3. Reply to the statutory auditor's report;
4. Reply to the half margins raised by the CAG auditor's;
5. Preparation of Turnover details for DFCCIL on yearly basis since inception;
6. Preparation of details of WCT deduction and issuance of certificates to the contractors ;
7. Working out employee wise perquisites and tax payable thereon;



- a) Lease payment details – Lease paid and recovered employee wise;
  - b) Furnishing allowance – employee wise;
  - c) Perquisite on Multi-purpose advance \ Car Advance: differential interest;
  - d) Medical allowance over Rs. 15000/- employee wise; and
  - e) Reimbursement on account of curtailed passes;
  - f) Any other related function;
8. Any other related function/statement as per DFCCIL's requirement.

#### **D. ON REQUIREMENT BASIS:**

- 1. Details w.r.t. the funds received by DFCCIL from MOR, JICA, the World Bank and others in respective currency and INR;
- 2. Preparation of the Data Sheet for Public Sector Survey for DPE;
- 3. Preparation of the Data Sheet for MOU related information for DPE;
- 4. Any information / statement to be derived from DFCCIL accounts required by management.

#### **1.5 Manpower Deployment:**

1.5.1 Firm / Consultant should deploy a team suitable for undertaking the assignment, after a thorough perusal of the requirements of the appointment letter, terms & conditions contained therein, ensuring that the size of the team is commensurate with the size of the Company and the volume of work involved. The requirement of manpower to carry out tasks mentioned in this scope of work shall be assessed by the Firm / Consultant. The cost of requirement of manpower, in addition to those stipulated as minimum required, for performing obligations specified in this scope of work shall be borne entirely by the Firm / Consultant and without charging any extra cost to DFCCIL. The basic **minimum staff requirement** for the work shall be as under:

- a) **One** Partner to visit once in a week for review and discussions and as and when required.
- b) **One** Qualified Chartered Accountant (Team Leader) having minimum 7 years post qualification experience in Accounting, Auditing and Taxation fields. He must be capable to finalise IND AS compliant accounts
- c) **One** Qualified Chartered Accountant having minimum 5 years post qualification experience in fields of Audit/Accounts/Taxation. He should be able to independently handle Direct Taxation work of DFCCIL
- d) **One** Qualified Chartered Accountant having minimum 5 years post qualification experience in fields of Audit/Accounts/Taxation. He should be able to independently handle Indirect Taxation work of DFCCIL

- e) **One** Qualified Chartered Accountant having minimum 5 years post qualification experience in fields of Audit/Accounts/Taxation.
- f) **Three** Qualified Chartered Accountant/Cost Accountants having minimum 2 years post qualification experience in fields of Audit/Accounts/Taxation
- g) **Seven**
  - i) Qualified Chartered\Cost Accountants having TALLY ERP knowledge  
**OR**
  - ii) Accounts Assistants with B. Com qualification and having minimum 3 years' post qualification accounting experience **and** having passed certified course of 'Tally Guru' or 'GST using Tally.ERP 9' from Tally Education Pvt. Ltd. **OR**
  - iii) CA/CMA inter passed and having minimum 3 years post qualification accounting experience (Including Training period) **and** having passed certified course of 'Tally Guru' or 'GST using Tally.ERP 9' from Tally Education Pvt. Ltd.
  - iv) For ii) and iii) above, TALLY certificate will not be essential if said person has worked previously in Accounts/Finance departments of DFCCIL for a minimum period of 6 months either directly/contractual capacity and has proficient TALLY ERP knowledge
- h) One support staff for record keeping and keeping Vouchers/registers /details etc in safe custody and for providing the vouchers to the staff (DFCCIL as well as firm/ consultant)\ Auditors.

**Team deployed on DFCCIL assignment must have following:**

- i) At least One qualified Chartered Accountant having passed IFRS/IND AS certification course from Institute of Chartered Accountants/Cost Accountants/Companies Secretary of India or other reputed organisation
- ii) At least two persons having passed certified course of 'Tally Guru' or 'GST using Tally.ERP 9' from Tally Education Pvt. Ltd

**Please note:**

- 1) Form 15 CB will be prepared and certified by manpower other than manpower deployed above as per minimum staff requirement.
- 2) Proficiency in TALLY Software (particularly GST entries) as well as knowledge of Advance Excel, MS Word and Power PPT is pre-requisite for all manpower from a) to g) above.
- 3) Extra manpower deployed by firm should be capable to handle the desired work.
- 4) At times of Accounts closing/Audit>Returns filing/SAP Testing, firm shall provide additional manpower in addition to minimum manpower stipulated above .

- 5) The Firm/ Consultant shall maintain attendance record of the staff deployed at a) to h) above and submit the same to the designated representative of DFCCIL for verification on daily basis or such other basis as may be permitted by DFCCIL.
- 6) It is the Firms responsibility to ensure that manpower deployed is as per Contracts condition and same is to be given and certified on Firms letter head. DFCCIL reserves the right to see professional resumes of manpower deployed.
- 7) In overall interest of work, Officer in Charge of the Contract of DFCCIL shall have right, in exceptional cases for brief period, to allow minor deviations in manpower deployed which may be with/without deductions of amount.
- 8) GST Returns shall be filed by person registered as GST practitioner. Preferably such person shall be part of minimum team deployed for DFCCIL work. In case such person is not in minimum team deployed for DFCCIL, Consultant shall deploy additional resource for said purposes.

1.5.2 Except as the DFCCIL may otherwise agree, no changes shall be made in manpower deployed. Notwithstanding the above, the substitution of personnel during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of prescribed qualification for person being replaced.

1.5.3 If the DFCCIL finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the DFCCIL determine that Consultant's Personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Firm/Consultant shall, at the DFCCIL's written request, provide a replacement. In the event that any of Consultants Personnel is found by the DFCCIL to be incompetent or incapable in discharging assigned duties, the DFCCIL, specifying the grounds therefore, may request the Firm/Consultant to provide a replacement. Any replacement of the removed Personnel shall possess better qualifications and experience and shall be acceptable to the Client.

1.5.4 The Firm/Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Personnel.

## **1.6 Outstation/site visit :**

- 1.6.1 If need arise Firm / Consultant may be required to visit site/outstation office strictly with prior permission of the Officer in Charge. However, the payment of outstation visit will be regulated as per Clause 1.2 of Section V: Special Condition of Contract i.e. Travelling, Boarding & Lodging Expenses.

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### **SECTION III: INSTRUCTION TO BIDDERS (ITB)**

#### **1.0 GENERAL**

- 1.1 Dedicated Freight Corridor Corporation of India Limited (DFCCIL) is a Public Sector Company registered under the Companies Act, 1956 as amended from time to time and engaged in construction, maintenance and operation of dedicated freight railway tracks popularly known as corridors. Presently Company is under construction phase.  
Trial run of few sections are already completed. Phase wise commissioning of corridors are expected to take place in near term. Company prepares its Accounts in accordance with **IND AS as notified under Companies (Indian Accounting Standards) Rules, 2015 read with Section 133 of Companies Act 2013**
- 1.2 DFCCIL intent to solicit the services of an Accounting / Audit firm who will take up the assignment of Maintenance of Accounts of DFCCIL for the period of Two Years (starting from the date mentioned in the letter of award) and extendable by 1 year in accordance with the Scope of work as detailed out in "Section II – Scope of Work".
- 1.3 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.
- 1.4 The bidders should note and bear in mind that the client shall bear no responsibility for the lack of acquaintance of bid conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the bidder shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the client.
- 1.5 The set of bid (tender) documents comprises of followings documents and addenda issued:

#### **PART – A**

- i) Section-I: Notice Inviting Tenders (NIT);
- ii) Section-II: Scope of Work
- iii) Section-III: Instruction to Bidder (ITB);

- iv) Section-IV: General Terms and Conditions of the Contract (GCC)
- v) Section-V: Special Conditions of Contract (SCC)
- vi) Section-VI: Tender Forms & Annexures

**PART – B PRICE BID**

**2.0 ELIGIBLE BIDDERS**

- 2.1 The invitation of bid is open to all bidders who are eligible as per the qualifying criteria given below.
- 2.2 The bidder shall meet the Qualifying Criteria set forth to be eligible for the bid as hereunder:
  - a) The bidder should be a reputed Accounting / Audit firm carrying out practice in India. **Copy of certificate of registration issued by the governing body/Institute be submitted along with the Bid.**
  - b) The bidder should have H.Q/branch in Delhi/NCR. **Proof of registered address of the firm be provided.**
  - c) The bidder must fulfill following Technical Criteria on Tender Opening date (Detail to be furnished in Form –II of Section VI) to qualify :-

Sl. No.	Particulars
1.0	The bidder should possess at least 20 years of experience in the field of accounting / audit works.
2.0	The bidder should have at least 10 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant), who are with the firm for a minimum period of one year as on date of opening of the Tender.
3.0	The bidder should have at least 1 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with CISA / DISA Certification.
4.0	The bidder should have at least 1 ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with IND AS/ IFRS certification/ diploma or similar qualification.
5.0	The bidder should have at least 15 no. of semi – qualified assistants (CA/Cost Intermediate / B.Com Graduate)
6.0	The bidder should have atleast 5 partners out of which atleast 2 should be FCA/FCMA
7.0	The bidder should satisfy atleast <b>any one</b> of following

	<p>experience:</p> <p>a) IND AS Implementation advisory experience in any PSU or Private Sector company having net worth of Rs 250 crores and above OR</p> <p>b) Statutory Audit of Companies whose accounts have been maintained as per IND AS in year of audit. OR</p> <p>c) Accounting services including finalisation of IND AS Complaint Accounts</p>
<p>True self-attested copies of the necessary certificate supporting above qualification are to be provided along with the bid document.</p>	

- d) The bidder must have satisfactorily completed in the last three previous financial year and the current financial years up to the date of opening of the tender, one similar work ie Maintenance of Accounts of
- iii) Government Bodies/ Public Sector Companies or
  - iv) Private sector Company having network of Rs 250 crores and above

for a minimum value of 35% of the advertised tender value (refer clause 2 of NIT). Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in Form-IX.

OR

- ii) In case of ongoing work of similar nature (Maintenance of Accounts of a) Government Bodies/ Public Sector Companies or b) Private sector Company having network of Rs 250 crores and above the total period of continuous work shall not be less than 12 Months and the minimum value of work done in the in the last three previous financial year and the current financial years up to the date of opening of the tender shall be 35% of the advertised tender value (refer clause 2 of NIT).

**Certificate to this effect issued by the client to be submitted as proof along with bid documents in the format given in Form-IX.**

- e) The professional fees as per financial statements of the bidder in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the advertised tender value (refer clause 2 of NIT). **Certified true Copy of audited annual accounts are to be submitted as a proof along with bid documents.**
- f) Each bidder must produce:
  - (i) The GST registration No., PAN No.;

- (ii) A declaration that the information furnished with the bid documents is correct in all respects; and
- (iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.

- 2.3 The bidder should have not been banned/de-listed/black listed, de-barred from business by any PSU/Govt. Bodies during last 03 (three) years. **Self-declaration in this regard is to be submitted as per format attached as Form IV in Section-VI.**
- 2.4 To improve transparency and fairness in the tendering process the Client is implementing Integrity Pact.

The Integrity Pact, signed by the successful Bidders and the Client, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract.

The format of Integrity Pact is provided in Form X in Section-VI.

Successful bidder shall submit duly executed Integrity pact on Non-Judicial Stamp paper of appropriate value prior to signing of Contract Agreement.

- 2.5 The bidder should not have conflict of interest with other bidders. Bidders found to have conflict of interest shall be disqualified.
- 3.0 **COST OF BIDDING:**  
The Bidder shall bear all costs associated with the preparation and submission of its bid, including any negotiations with or visits to the Client, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.0 **EARNEST MONEY / BID SECURITY**
- 4.1 Earnest Money Deposit of Rs. INR 428000/- (Four lacs twenty eight thousand 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.



- 4.2 Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Client as non-responsive. 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.
- 4.3 The Earnest Money may be forfeited:
- a) if the Bidder withdraws the Bid after bid opening or varies any terms & conditions in regard thereto during the period of Bid validity; or
  - b) if the Bidder adopts corrupt or fraudulent or collusive or coercive practices; or
  - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit i) to sign the Agreement; and/or ii) Furnish the required Performance Security Deposit; or iii) refuses to enter into a contract after being awarded the contract or does not commence work within stipulated time after the award.

## **5.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID**

- 5.1 The bidder shall quote rates in 'Part-B - Price Bid', for the entire Scope of work as detailed out in "Section II – Scope of Work". 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.
- 5.2 The bidder is required to quote LUMPSUM MONTHLY PRICE for Professional Charges for the first year (starting from the date mentioned in the letter of award). First Year price will be increased by 10 % to determine the monthly price for second year onwards. For example if first year price is Rs 100000, second year price will become Rs 1,10,000. Similarly price will get increased by 10% per year if contract is extended thereafter. For Visits to Units, if authorized by the client, the consultant team will be reimbursed, to & fro journey fare by Air/Rail/Road (Journey should be performed by the shortest route in the entitled class) and lodging & boarding expenses. The entitlements for travelling, boarding & lodging expenses shall be as detailed under Clause 1.0- Payment terms & conditions of Section V - Special Conditions to the contract (SCC). No additional payment will be admissible on any account. However, GST on fees as applicable shall be paid extra.

## **6.0 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 along with the tender form. (FORM I of Section VI: Proposal Form & Annexures)

## **7.0 CHECK-LIST**

The bidders are requested to duly fill in the checklist as per Annexure-A. 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.

## **8.0 DEVIATIONS**

The Firm/Consultant must comply with the tender specification and all terms and conditions of contract. No deviation shall be entertained.

## **9.0 INSTRUCTION FOR ON-LINE BID SUBMISSION:**

### **9.1 ACCESSING/PURCHASING OF BID DOCUMENTS:**

- (i) It is mandatory for all the Bidders to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency ("CA") [Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)] to participate in e-tendering of DFCCIL.
- (ii) To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges of Rs. 2000/- (Inclusive of all taxes) to M/s ITI Ltd. The online payment facility for the submission of Registration fee and Tender Processing Fee, which is payable to E- Tender service provider i.e. M/s ITI Ltd., has been enable on E-Tender portal <http://www.tenderwizard.com/DFCCIL> . The Bidder can pay Registration Charges and Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. There is no need for physical submission of Demand Draft for the same. Validity of online registration is one year.
- (iii) The Tender Document can be viewed/downloaded from the Tender Wizard free of cost as per date mentioned in Notice Inviting Tender (NIT).

Following may be noted-

- (a) Bids can be submitted only during the validity of registration with the Tender Wizard.
- (b) The amendments/clarifications to the Tender document, if any, will be posted on the DFCCIL website [www.dfccil.com](http://www.dfccil.com), [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app), [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL).

- (c) Registration with the tender wizard should be valid at least upto the date of submission of bid.
- (iv) Rs.7500/- towards Application processing fee (non-refundable) shall be paid to M/s ITI Ltd. towards Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only.
- (v) If the Bidder has already registered with the Tender Wizard and validity of registration has not expired, then such Bidder does not require fresh registration.

## **9.2 PREPARATION & SUBMISSION OF APPLICATIONS:**

- (i) Detailed tender document may be downloaded from [www.dfccil.com](http://www.dfccil.com), [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app), [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and Bid may be submitted online on [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for e-tendering system is also available on Tender Wizard.
- (ii) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- (iii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time of offline bid submission. The details of the DD/BC/BG, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iv) While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.
- (v) Bidder shall select the payment option as 'offline' to pay the Tender Fee/ EMD as applicable and enter details of the instrument.
- (vi) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vii) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

## **9.3 RECEIPT AND SIGNING OF BIDS:**

### **9.3.1 Online Bid**

The tender shall be submitted online under Single stage two Packet system duly scanned and digitally signed by the authorized representative of the bidder as follows:

- a) Online **Technical bids** should contain scanned copies of following documents:
  - i) Duly filled and signed Complete Bid document except Price bid along with all amendments.
  - ii) Scanned copy of all the documents referred to in **Clause no. 5 of Section I: Notice Inviting Tender (NIT) read with Clause 2.2 of Section III: Instruction to bidders (ITB), Clause 6 of NIT read with Clause 2.3 of ITB.**
  - iii) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender. Bidder should ensure that all the documents (except Price Bid) referred to in **Annexure-A i.e. Check List** are uploaded online. **Part B: Price Bid is to be uploaded separately as part of online Price bid.**
  - iv) Scanned copy of crossed Demand Draft /Banker Cheque for cost of bid document and for EMD/Bid Security.

**NO PRICE RELATED INFORMATION SHOULD BE GIVEN WITH TECHNICAL BID. IF ANY PRICE INFORMATION IS FOUND IN TECHNICAL BID, THE TENDER SHALL BE LIABLE TO BE REJECTED SUMMARILY.**

**b) Online Price Bid:**

- i) The "Price Bid" shall be submitted in electronic form in conformity with the tender specification on the portal only by the date & time as specified in NIT. Rate to be quoted should be in Indian Rupee as per Part B - 'Price Bid' of the Bid Document.
- ii) Submission of the "Price Bid" by any other means shall not be accepted by the Client in any circumstances.

**8.3.2 Offline Bid/ Hard copy/ Supporting documents:**

Bidders shall submit the following documents in an envelope by the due date and time of receipt of bid as mentioned in the NIT. The envelope received late or after the prescribed due date and time of receipt as mentioned in the NIT will not be entertained. DFCCIL will not be responsible for any postal delay. The envelope shall be super scribed as "Maintenance of Accounts of DFCCIL " (starting from the date mentioned in the letter of award)", NIT no., Date of Opening and addressed to the General Manager / Finance /CAG, DFCCIL,

and dropped in the tender box kept at Corporate Office, DFCCIL, 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi – 110001 latest by due date of offline submission mention in NIT i.e. xx.xx.2019”:

- i) Cost of Bid Document in the form of crossed Bank Draft / Banker Cheque as mentioned in Clause 2 of NIT read with Clause 3 of ITB
- ii) EMD / Bid Security in the form of crossed Bank Draft / Banker Cheque as mentioned in clause 2 of NIT read with Clause 4 of ITB

These envelope(s) shall not contain anything else. This part of submission should not contain any information related to Technical and price bid i.e. the information to be submitted through online only. If any document related to Technical and price bid is found in hard copy, the tender shall be liable to be rejected summarily.

The name, mailing address and tele-fax number of the bidders shall be clearly indicated on the envelope. Bidders may note that if the envelope is not sealed and marked as required, the client will assume no responsibility for the misplacement or premature opening of the same.

#### 9.4. **MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:**

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission, but prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant cannot re-submit e-bid again.

#### 10.0 **OPENING OF Technical BIDS**

- a) Opening of Bids will be done through online process.
- b) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- c) Tender opening will be done by a nominated Opening Committee of DFCCIL. While opening the Tender, it will also be confirmed whether

Tender Security and Tender Document cost, has already been submitted by the tenderer or not. The tender submitted by those tenderer who have not submitted the required Tender Security and Tender Document cost in Clause 2 (VII) and Clause 2 (VIII) of NIT, may not be considered for opening.

- d) The Bids will be opened in the presence of bidders or their representatives who choose to attend on date & time as mentioned in tender document.
- e) DFCCIL shall first open the Technical bid on due date of opening. The Financial bid shall remain securely stored and will only be opened of those tenderers who are technically qualified. The Financial bid opening date will be conveyed later to technically qualified bidders at a later date through website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and emails of technically qualified bidders.

#### **10.1 OPENING OF FINANCIAL BIDS**

- a) The Financial Bids will be opened publicly in the presence of bidders' representatives who choose to attend. The name of the bidders and the proposed quote will be read aloud and recorded when the Financial Bids are opened.
- b) Prior to evaluation of the Financial Bids, the Evaluation Committee will determine whether the Financial Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- c) The rate quoted by the bidder in the Financial Bid shall be deemed as final and reflecting the total cost of services. The evaluation shall be inclusive of all taxes, duties, levies but excluding GST under the Applicable Law of the land.

#### **11.0 BID VALIDITY**

The bid shall remain valid for a period of 90 Days from the date of opening.

DFCCIL will make its best effort to complete the award process within the proposal's validity period. However, should the need arise, the DFCCIL may request, in writing, all bidders who submitted bid prior to the submission deadline to extend the bid's validity.

#### **12.0 ALTERNATIVE PROPOSALS BY BIDDERS**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the 'Part B – Price Bid'. Alternative proposals will be rejected as non-responsive.

13.0 **CORRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES**

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts.

14.0 **BID EVALUATION CRITERIA**

14.1 During bid evaluation, the Client may, at its discretion, ask any Bidder for a clarification of its bid which shall be submitted within a stated reasonable period of time. The request for clarification and response shall be in writing.

14.2 If a bidder does not provide clarifications of the information requested by the date and time set in the Client's request for clarification, its bid may be rejected.

14.4 **METHOD OF SELECTION: Least Cost Selection**

In the case of Least Cost Selection Method, selection is based on the lowest price quoted by a qualified bidder in Part B:- "Price Bid".

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## **SECTION IV: GENERAL TERMS AND CONDITIONS OF CONTRACT (GCC)**

### **1.0 DEFINITION OF TERMS**

- 1.1 "Contract Documents" shall mean this bid (tender) document and 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 in **FORM VII in Section VI.**
- 1.2 "Contract Price" is a Lump Sum amount as stated in Letter of Award.
- 1.3 "Client" shall mean the DFCCIL.
- 1.4 "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.
- 1.5 "Letter of Award (LOA)" shall mean the official notice issued by the DFCCIL notifying the Firm/Consultant that his proposal has been accepted.
- 1.6 "NCR Area" means Gurgaon, Delhi, Noida, Greater Noida, Ghaziabad and Faridabad.
- 1.7 "Officer in Charge" shall mean DFCCIL officer dealing with the Performance and operations of the contract. GM/Finance/CAG will be the "Officer in Charge" in the instant case.

### **2.0 FIRM/CONSULTANT'S AGENTS/EMPLOYEES**

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.



### **3.0 AWARD OF CONTRACT**

- 3.1 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 eligible and responsive bidder in conformity with the requirements of these documents and DFCCIL shall be the sole judge in this regard.
- 3.2 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.
- 3.3 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.

### **4.0 EFFECT AND JURISDICTION OF CONTRACT**

- 4.1 The contract shall be considered as having come into force from the date mentioned in the letter of Acceptance\Award issued by DFCCIL.
- 4.2 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.

### **5.0 DURATION OF CONTRACT**

- 5.1 The duration of the contract for work to be undertaken by the Firm/Consultant will be for the period of Two Years (starting from the date mentioned in the letter of award) and can be extended for another one year on same terms and conditions at the sole discretion of the DFCCIL. Annual increase of 10% will be allowed in year of extension also. The work will be completed on submission of all the MIS reports for the month ending on contract completion date and successful handing over of the records\details\data to the successors\ Client. The Firm/ Consultant shall depute its staff as appropriate for smooth handing over of the records\details\data to the successors\ Client.

### **6.0 SECURITY DEPOSIT/ CONTRACT PERFORMANCE GUARANTEE**

- 6.1 Security deposit of 5% of CONTRACT PRICE 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.
- 6.2 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 three 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.

- 6.3 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.
- 6.4 Format of Performance Bank guarantee to be submitted by the successful bidder is attached as **FORM VI in Section VI.**

## **7.0 TERMINATION OF CONTRACT**

- 7.1 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.
- 7.2 Where the Firm / Consultant breaches this Agreement, The Client may terminate this Contract and forfeit the performance security deposit, by not less than thirty (30) days' written notice of termination to the Firm / Consultants.
- 7.3 Further, the Firm/Consultant will be debarred from getting, in future assignments in DFCCIL in the following cases:
- a) If the Firm obtains the appointment on the basis of false information/false statement at the time of submission of application/documents.
  - b) The Firm is found to have sub-contracted the work.
  - c) If the Firm does not take up the work in terms of the appointment letter.

## **8.0 TAXES, DUTIES, LEVIES ETC.**

- 8.1 The Bidders shall be registered with the GST Authority 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 tax. Further, the Firm/Consultant shall be liable and fully responsible for payment of all Indian duties, levies, GST and any other taxes attracted/assessed on them 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.

## **9.0 EXTENSION OF TIME**

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

## **10.0 FORCE MAJEURE**

10.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

10.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

## **11.0 SUSPENSION OF WORK**

11.1 The Firm / Consultant shall on the order of the Officer-in-charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Officer-in-Charge may consider necessary. The Firm / Consultant has no right to suspend the work at any stage unilaterally.

## **12.0 PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK**

12.1 During the period of their inability to perform the Services as a result of an event of Force Majeure under **clause 10.0** or Suspension of work under **clause 11.0**, the Firm / Consultants shall be entitled for compensation as may be considered reasonable by the Officer-in-Charge in respect of salaries or wages paid only by the Firm / Consultant to his such employees who are exclusively retained for the client's work during the periods of such Force Majeure and suspension. In case employee(s) of Firm / Consultant are engaged partially for the client's work, the wages or salaries shall be reduced proportionally as decided by the Officer-in-Charge. Firm / Consultant shall not be entitled for payment for such employee(s) who are diverted to perform other work during the periods of such Force Majeure and suspension.

## **13.0 OBLIGATIONS OF THE FIRM / CONSULTANT**

13.1 The Firm / Consultants shall perform the Services set out in the scope of work in accordance with the timetable set out in Section II: Scope of Work. Firm / Consultant shall notify the Client in writing within 10 Working Days if the Firm / Consultant thinks a Client direction is a Variation, and as soon as practicable if the Firm / Consultant thinks any other circumstance is a Variation. The notice

shall include details of the estimated cost of the Services, likely or estimated impact on the program and completion date for the Services and make recommendations on how to proceed.

13.2 The Firm / Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm / Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

13.3 The Firm / Consultants and his Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

#### **14.0 INSURANCE TO BE TAKEN OUT BY THE FIRM / CONSULTANT**

14.1 The Firm / Consultant will be responsible for taking out any appropriate insurance coverage.

#### **15.0 FIRM / CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL**

15.1 In exceptional circumstances, Client may allow taking up of part services through an expert or Sub-Consultant. The Firm / Consultant shall obtain the Client's prior approval in writing before taking such action.

#### **16.0 DOCUMENTS PREPARED BY THE FIRM / CONSULTANTS TO BE THE PROPERTY OF THE CLIENT**

16.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Firm / Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Firm / Consultant may retain a copy of such documents and software

#### **17.0 OBLIGATIONS OF THE CLIENT**

17.1 The client shall be responsible for providing the sufficient space, computers, printers, tables, chairs, stationery and one room for senior partner with landline phone facility.

#### **18.0 DURATION OF LIABILITY**

18.1 Neither party shall be liable for any loss or damage occurring after the completion of the Services.

#### **19.0 VARIATIONS**

19.1 The Client may order a Variation to the Services, in writing, or may ask the Firm / Consultant to propose a Variation to the Services, the impact of which on the

cost, programme and completion date for the Services shall be agreed as stated above in **Clause 13.0**.

- 19.2 Where the Firm / Consultant notifies the Client under **clause 13.0** that any direction or circumstance should be treated as a Variation, the Client shall as soon as practicable after receiving such notice, but within 30 Working Days, notify the Firm / Consultant in writing whether or not it considers the direction or other circumstances to be a Variation.
- 19.3 If the Client does not consider the direction or other circumstance to be a Variation then the Client and Firm / Consultant shall attempt to resolve the matter as soon as practicable, and if a Variation entitlement is agreed, proceed as in **Sub-clause 19.4**.
- 19.4 The Client and the Firm / Consultant shall agree, in writing, the value of the Variation and its impact on the programme and completion date for the Services, or the mechanism under which the value and impact on the programme and completion date for the Services will be derived.
- 19.5 Where practicable the value of the Variation and impact on the programme and completion date for the Services shall be agreed between the parties prior to the Variation works progressing.
- 19.6 In the event that the Parties are unable to reach agreement on the value and impact on the programme and completion date for the Services, the matter shall be treated as a dispute and resolved in accordance with **clause 24.0**. Under no circumstances, the Firm / Consultant shall suspend the work on account of non-settlement of issues between the parties (i.e. Client & Firm / Consultant).

## **20.0 PAYMENT TO THE FIRM / CONSULTANT**

- 20.1 The Firm / Consultant's total remuneration shall not exceed the Contract Price & reimbursement of travelling boarding & lodging expenses and will be released in accordance with the **Payment terms & conditions of Section V-Special conditions of Contract (SCC)**, and there shall be no other payment. 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.

## **21.0 PENALTY and DEDUCTIONS**

- 21.1 The Client may, at his discretion, impose penalty on the Firm/ Consultant with an overall ceiling of up to 5% of the contract price during the currency of contract, if he is not satisfied with the overall performance of the Firm/ Consultant after giving due notice to the Firm/ Consultant for the areas of deficiency and for improvement of the same.
- 21.2 Notwithstanding anything contained in 21.1 above, if the nature of failure to perform a particular activity still require specific performance by the Firm/ Consultant only, the Firm/ Consultant must ensure to perform the concerned

activity in reasonable time. Failure to perform within reasonable time, depending upon the importance of the activity, may result into termination of the contract.

### **21.3 DEDUCTIONS FROM BILLS FOR ABSENCE**

Though present Contract is not in nature of manpower Contract, it is clarified that:

- a) Consultant shall ensure that its staff is present in DFCCIL office premises during office hours
- b) Saturday will be considered as working day for firm's personnel
- c) In interest of work, DFCCIL can require Consultants personnel to come early, stay late or come on holidays

DFCCIL reserves the right to deduct from bills, a proportionate amount on basis of weights of payment declared by Consultant (after award of work) if it is found that personnel of firm are frequently absent or late in office or leave early without adequate justification on presumption that this has affected work performance. This decision will be at the discretion of 'Officer in Charge' of Contract.

For purpose of deductions, following factors shall be usually considered by DFCCIL:

- a) Unless decided otherwise by DFCCIL, for purpose of deduction of payment, 2 days absence in a month including absence on Saturdays will be usually treated as having not affected work performance
- b) Absence has been compensated by sitting late, coming early, coming on holidays, other justifiable reasons
- c) Office decorum has been maintained.
- d) Absence can be condoned considering overall circumstances.
- e) Gazetted holidays will not be taken into account for absence purposes.

It is clarified that deductions under clause 21.3 are in addition to penalty prescribed in clause 21.1.

### **22.0 CONFLICT OF INTEREST.**

22.1 The Firm / Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract.

### **23.0 DEFENCE OF SUITS**

23.1 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.

#### **24.0 SETTLEMENT OF DISPUTES**

24.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per clause 24.2 has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.

24.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.

24.3 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.

24.4 All questions, disputes or differences arising between the Firm / Consultant and the Client, in relation to or in connection with the Contract shall be referred to arbitration in the manner provided as hereunder:

24.4.1 On receipt of such notice, the Client shall send to the Firm / Consultant a panel consisting of the names of three persons and thereafter the Firm / Consultant within fifteen (15) days of receipt of such panel, communicate to the Client the name of one of the persons from such panel and such a person shall then be appointed as Sole Arbitrator by the Officer-in-Charge of the Client.

24.4.2 Provided that if the Firm / Consultant fails to communicate the selection of a name out of the panel so forwarded to him by the Client then after the expiry of the aforesaid stipulated period, the Officer-in Charge shall without delay select one person from the aforesaid panel and appoint him as the Sole Arbitrator.

24.4.3 The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Client shall appoint another person to act as Sole Arbitrator in the same manner as provided in clause 24.4.1 & 24.4.2 herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

24.4.4 Dispute or difference shall be settled in accordance with the Arbitration and conciliation Act, 1996.

24.4.5 The language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The arbitrator award shall be written speaking award.

24.4.6 The cost and expenses of Arbitration proceedings, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself. Fee of the sole arbitrator including clerkage charges & TA/DA if applicable shall be equally borne by the client and the Firm/ consultant.

24.4.7 Performance under the Contract shall continue during the arbitration proceedings and payments due to the Firm/ Consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.

**25.0 Review of Minimum manpower deployed**

In case of automation or otherwise, there is a significant reduction of work, DFCCIL can review minimum manpower deployed as prescribed in Contract. Matter will be mutually discussed with Consultant/Firm and reduction in monthly payment be carried out.

----X----



## **SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **1 PAYMENT TERMS & CONDITIONS**

- 1.1 The professional fees for a month as per the Price Bid shall be paid in the following month, along with applicable GST on receipt of
- a) Tax invoice from the consultant.
  - b) The requisite MIS reports as per clause 1.4 of Section II : Scope of Work shall be enclosed along with the invoice, unless same has already been provided.
  - c) Attendance Records of the staff deployed duly verified by Partner of firm shall also be enclosed with the invoice. Summary in format as desired by DFCCIL shall also be enclosed.
  - d) The Firm/Consultant has to submit a certificate for compliance of all statutory labour laws for the staff employed.

### **1.2 TRAVELLING, BOARDING & LODGING EXPENSES**

For Visits to Units, if authorized by the client, the consultant team will be reimbursed, to & fro journey fare by Air or Rail (Journey should be performed by the shortest route in the entitled class) and lodging & boarding expenses. The entitlements for travelling, boarding & lodging expenses shall be as under:-

<b>Designation</b>	<b>TA/DA Entitlement (Rs.)</b>
Partner	Equivalent to AGM
Qualified CA/CMA	Equivalent to DGM
Others	Equivalent to AM

Though not mandatory, DFCCIL Administration can also book Travel tickets/Hotel accommodation if approved by GM/Finance.

- 1.3 The Firm/Consultant shall submit bills, in duplicate, to the Corporate Accounts and Taxation Department at Corporate Office. 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 overwriting 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 (Saving/ Current), Bank A/c No. and IFSC code no. of the bank in **Form V in SECTION VI**, a cancelled cheque of the said bank.

-----X-----

## **SECTION VI : TENDER FORMS AND ANNEXURES**

**FORM I**

### **TENDER FORM**

To,

**The General Manager/Finance/CAG**

Dedicated Freight Corridor Corporation of India Limited,

Room No 402C,

4th Floor, Pragati Maidan Metro Station complex,

**New Delhi – 110001.**

**Sub: Proposal for the work of “Maintenance of Accounts of DFCCIL for the period of Two Years-Extendable for one year (starting from the date mentioned in the letter of award)”.**

Dear Sir / Madam,

1. I / We, hereinafter called “The Bidder”, have read and examined the following tender documents relating to the work " Maintenance of Accounts of DFCCIL for the period of Two Years (starting from the date mentioned in the letter of award)":

#### **PART – A**

- i) **Section-I:** Notice Inviting Tenders (NIT);
- ii) **Section-II:** Scope of Work
- iii) **Section-III:** Instruction to Bidder (ITB);
- iv) **Section-IV:** General Terms and Conditions of the Contract (GCC)
- v) **Section-V:** Special Conditions of Contract (SCC)
- vi) **Section-VI:** Tender forms & Annexures

#### **PART – B PRICE BID**

2. I / We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in “**PART B – Price Bid**” and within the period(s) of completion as given in GCC and subject to such terms and conditions as stipulated in the contract.
3. I/We agree to keep this tender open for acceptance for a period of 90 Days from the date of opening of bid. I/We hereby further undertake that during the said period I/We shall not vary/alter or revoke my/our bid.

4. A sum of **INR 428000/-(-Four lacs twenty eight thousand only)** is hereby enclosed in form of Demand Draft/ Banker Cheque issued by a Nationalized or Scheduled Bank of India as Earnest Money. I/We agree that if I/we fail to keep the validity of tender open, as aforesaid and /or I/we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord and/or fail to commence the execution of the works as provided in the documents referred to in Paragraph-1 above, after the acceptance of our tender, I/we shall become liable for forfeiture of our earnest money, as aforesaid and the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
5. Should this tender be accepted, I/we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.
6. I/We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.
7. 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. I/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.
8. The particular of our Organization & other relevant details as per the requirement of bid documents are enclosed.
9. Letter of Authority of the person signing on behalf of the Firm\ Consultant is enclosed.

(Signature of person duly authorized to sign the Tender on behalf of the Bidder along with seal of bidder)

Name\_\_\_\_\_

Signature\_\_\_\_\_ Designation\_\_\_\_\_

Date\_\_\_\_\_ Name of Bidder\_\_\_\_\_

**DETAILS OF THE BIDDER**

1. Name of the Firm:
2. Registration No. of the Firm:
3. Date of Registration of the Firm:
4. Details of Head Office & Branch Office(s):

Head Office:

Address	Date of Establishment	Contact No(s)/Fax	E- mail

Branch Office 1

Address	Date of Establishment	Contact No(s)/Fax	E- mail

Branch Office 2

Address	Date of Establishment	Contact No(s)/Fax	E- mail

(Insert further Branch office(s), if any)

5. Details of ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) in the Firm who are with the Firm for a minimum period of one year as on date of opening of tender:

Sl No.	Name	Membership No. of respective Institute	Membership Status of ACA/ACMA/ FCA/ FCMA	Date joining of the firm
1.				
2.				
3.				

**6. Details of ACA/ACMA/FCA/FCMA (may be a partner or a paid qualified assistant) with CISA / DISA Certification :**

Sl. No.	Name	Membership No. of respective Institute	Whether CISA/DISA	Date of joining the firm
1.				
2.				
3.				

**7. Details of ACA/ACMA/FCA/FCMA(may be a partner or a paid qualified assistant) with IFRS/IND AS certification/ diploma or similar qualification:**

Sl. No.	Name	Membership No. of respective Institute	IFRS/IND AS certification/ diploma or similar qualification	Date of joining the firm
1.				
2.				
3.				

**8. Details of Semi-qualified Assistants (CA /Cost Intermediates/ B. Com. Graduates) employed with the Firm:**

Sl. No.	Name of the Assistant	Whether Cost/ Chartered Intermediate/ B. Com	Date of joining the firm as a Semi-Qualified Assistant
1.			
2.			
3.			

**9. Details of Partners:**

Sl. No.	Name	Whether ACA/ACMA /FCA/ FCMA/	Membership number
1.			
2.			
3.			
4.			

**10. Income Tax PAN No. of the Firm:**

**11. GST Registration No. :**

**12. Enclosed: Firm Constitution certificate and other self-attested copies**

Signature of Authorized Signatory with  
Name & Seal of the Firm.

**FORM OF DECLARATION**

**M/s**-----**(name of Bidder)** having its Registered office at ----- (hereinafter referred to as `the Bidder) having carefully studied all the Bid documents relating to the “-----**(name of the Work)**”, the local and site conditions and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Client but only the Contract Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of Client.
5. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein.
6. The Bidder hereby authorise the Client to seek reference from the bankers of bidder for its financial position.
7. The Bidder undertakes to abide by all labour welfare legislations.
8. The Bidder confirm that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act 2006 are applicable/not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the currency of the contract shall be informed to Client. The statement submitted by the Bidder is true and correct.
- 10 Information submitted with bid documents is correct in all respects

For and on behalf of the Bidder

Dated: \_\_\_\_\_ Sd/-  
(To be Signed by Authorized Signatory)



**Declaration of eligibility  
(By the Bidder)**

I/ We, M/s ..... (Name of bidder) hereby certify that I/we have not been banned / de-listed / black listed / de-barred from business by any PSU/Govt. Bodies during last 03 (three) years.

**(Seal & Signature of the Bidder)**

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**ECS –FORM**

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)  
(PAYMENT TO BIDDER THROUGH CREDIT CLEARING MECHANISM) No. :

**1. BIDDER'S NAME** : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone/Mobile No. : \_\_\_\_\_

**2. PARTICULARS OF BANK ACCOUNT OF BIDDER:**

A. BANK NAME : \_\_\_\_\_  
B. BRANCH NAME : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_

C. IFSC code of the Bank  
(For payments through RTGS): \_\_\_\_\_

D. ACCOUNT TYPE  
(S.B. Account/Current Account or  
Cash Credit with Code 10/11/13) : \_\_\_\_\_

E. ACCOUNT NUMBER  
(As appearing on the Cheque Book) : \_\_\_\_\_

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Client responsible.

Date: \_\_\_\_\_  
(.....)  
Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)  
Date: \_\_\_\_\_  
(.....)  
Signature of the Authorized  
Official from the Bank

**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 "Client") 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 Firm/ Consultant) having its registered office at \_\_\_\_\_ (hereinafter called the Firm/ Consultant).

AND WHEREAS the Firm/ Consultant is bound by the said Contract to submit to the Client 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 Client the full amount of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_ Amount in words) as stated above.

After the Firm/ Consultant has signed the afore said Contract with the Client, the Bank further agree and promise to pay the due and payable under this guarantee without any demure merely on a demand from the Client stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Client by reason of any breach by the said Firm/ Consultant of any of the terms and conditions contained in the said agreement or by reason of the Firm/ Consultant 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.

We \_\_\_\_\_ (indicate name of the Bank), further undertake to pay to the Client any money so demanded notwithstanding any dispute or dispute raised by the Firm/ Consultant 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 Firm/ Consultant 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 Client 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 Client certifying that the terms and conditions of the said agreement have been fully and properly carried out by the said Firm/ Consultant 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 client 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 client within validity/ extended validity period of guarantee from the date aforesaid.

Provided always that we \_\_\_\_\_ (name of bank) unconditionally undertakes to renew this gurantee 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 client. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (name of bank) shall pay the client the full amount of the guarantee on demand without demur.

We \_\_\_\_\_ (indicate name of the Bank), to further agree with the client that the client 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 to power exercisable by the client against the said Firm/ Consultant 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 Firm/ Consultant for any forbearance act or omission on the part of the client or any indulgence by the client to the said Firm/ Consultant or by any such matter or thing whatsoever which under law relating to sureties for the said reservation would relieve us from the liability.

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

The expressions “the client”, “the Bank” and “the Firm/ Consultant” 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 client 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 client.
- iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank Guarantee only if Client 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: \_\_\_\_\_

**CONTRACT AGREEMENT**

**Name of the Work:** Maintenance of Accounts of DFCCIL for the period of Two Years (*Period to be specified*).

This contract agreement is made on the \_\_\_\_\_ Day of \_\_\_\_\_ 2019, between, on the one hand, **Dedicated Freight Corridor Corporation Of India Limited** (a Government of India Enterprise)(hereinafter called the “Client”) through its authorized signatory, \_\_\_\_\_, 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 Client has requested the Firm/Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Firm/Consultant, having represented to the Client 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) Bid Document (Tender Document) as referred to in clause 1.5 of Section III – Instruction to Bidders (ITB) and any amendment / corrigendum issued in relation thereto.

In the event of any inconsistency Special Conditions of Contract (SCC) shall prevail over the General Terms & Conditions of Contract (GCC).

2. The final contract price for the assignment shall be Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_). However, GST on fees as applicable shall be paid extra.
3. The mutual rights and obligations of the Client and the Firm/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 Client shall make payments to the Firm / 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)

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

For and on behalf of “Firm/Consultant”

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Partner

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

**Declaration for Labour Law Compliance**

We are in compliance with all applicable law (like Provided Fund Act, Minimum Wages Act etc.) relating to personnel deployed by us in DFCCIL. We are responsible for statutory compliance of labour law for the personnel deployed by us for DFCCIL. We further confirm that all statutory requirements are being complied by us.

**(Signature with date)**

**Authorized Signatory**



**On the letterhead of the Department issuing the certificate.**

**Performa for Experience Certificate**

**To whomsoever it may concern**

M/s ..... Has been awarded the work of Maintenance of Accounts of this Company vide agreement No. .... dated ..... and completed the work\ is executing the work satisfactorily.

Details of the work executed by M/s ..... are as under :-

1. Name of work :
2. Agreement/ contract No. & date :
3. Date of start of work :
4. Actual Date of completion of work :  
(if contract has been completed)
5. Awarded value of the contract :
6. Actual value of work done :  
(if contract has been completed)
7. Value of work done :  
(For on going contract)  
Billing amount and period for FY 2016-17  
Billing amount and period for FY 2017-18  
Billing amount and period for FY 2018-19  
Billing amount and period for FY 2019-20  
Prior to the bid opening date
8. Performance of the Firm/ Consultant :

Name & Signature of the officer with telephone number  
& seal of Dept.

**(Note :** In case of more than one work, separate certificates should be provided for each work)

**PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2019, between, on the hand, the DFCCIL acting through Shri ..... Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to procure (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of works Contract, Name of Service) and the [A] is willing to offer/has offered for stores or works.

WHEREAS the [A] is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFOR,

To avoid forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1 Commitments of the CLIENT**

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
  - 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDERS which could afford an advantage to that particular [A] in comparison to other BIDDERS.
  - 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prime facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

### **3 Commitments of BIDDERS**

The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or

forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.

3.3\* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.

3.4\* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract.

3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or nay of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.

3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].

3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The [A] shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either or indirectly, is a relative of any of the officials of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake

in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### 4. **Previous Transaction**

4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. **Security Deposit**

5.1 Validity of Security Deposit shall be as per terms and conditions of the Contract.

5.2 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.3 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

#### 6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

- i. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- ii. To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- iii. To recover all sums already paid by the CLIENT, and in cases of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India To

immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.

- iv. with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.
- vi. To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- vii. To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- viii. To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- ix. In case where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A], the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The CLIENT will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], if an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the CLIENT to the effect that a breach of the provision of this Pact has been committed by the [A] shall be final and conclusive on this [A] However, the [A] can approach the Independent Monitors(s) appointed for the purpose of this Pact.

## 7. **Fall Clause**

7.1 The [A] undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems

was supplied by the [A] to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

## 8. **Independent Monitors**

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and document of the [A] with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide

necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A], including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].

12.2 Should one several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**CLIENT**  
**Name of the Officer**  
**Designation**  
**Deptt./Ministry/PSU**

**BIDDER**  
**CHIEF EXECUTIVE OFFICER**

**Witness**  
1. \_\_\_\_\_  
2. \_\_\_\_\_

**Witness**  
1. \_\_\_\_\_  
2. \_\_\_\_\_

**Note:**

[A]- To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service provider as the case was may be.

[B]- To be replaced by Contract/Supply Contract/Consultancy contract/Works Contract as the case was may be.



**ANNEXURE-A****CHECKLIST**

Bidders Name: .....

<b>SN</b>	<b>Items Description</b>	<b>Reference</b>	<b>Enclosed</b>
1.	Tender Form in original (duly signed & stamped)	Form I of Section VI	YES/NO
2.	Details of Bidder in Form II	Clause 5 c) of NIT read with Clause 2.2 c) of ITB & Form-II of Section VI	YES/NO
3.	Duly signed Form III	Section VI read with Clause 5 (f) of NIT and clause 2.2(f) of ITB	YES/NO
4.	Duly signed Form IV	Clause 6 of NIT and clause 2.3 of ITB	YES/NO
5.	Duly filled Form V	Clause 1.3 of Section V : SCC	YES/NO
6.	Firm certificate of registration issued by the Governing Body / Institute.	Clause 5 (a) of NIT and Clause 2.2 (a) of ITB	YES/NO
7.	Proof of registered address of the firm.	Clause 5 (b) of NIT and Clause 2.2 (b) of ITB	YES/NO
8.	Certificate issued by the client to be submitted as proof of satisfactory completion of one similar work	Clause 5 (d) of NIT, Clause 2.2(d) of ITB and Form IX	YES/NO
9.	Certified true Copy of audited annual accounts to be submitted as a proof of Payment/ Fees received	Clause 5 (e) of NIT and Clause 2.2 (e) of ITB	YES/NO
10.	Other certificates	Clause 5 (f) of NIT and Clause 2.2 (f) of ITB	YES/NO

11.	Cost of Bid document	Clause 2 (VII) of NIT read with clause 9.3.2 & clause 10.0 of ITB	YES/NO
12.	EMD / Bid Security	Clause 4.0 of ITB	YES/NO
13.	Authorization letter in favour of person signing the bid documents	Clause 6.0 of ITB	YES/NO
14.	Registration Certificate of Service Tax	GCC Clause 8.1	YES/NO
15.	Price Bid	Part B read with clause 5.1 of ITB	YES/NO
16.	Complete bid document duly signed by bidder	Clause 9.3 of ITB	YES/NO
17.	Duly signed Form VIII	Clause 5(f) of NIT read with clause 2.2(f) of ITB	YES/NO

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

\*The Bid documents should be serially numbered and properly indexed.



**DFCCIL**

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

**CIN : U60232DL2006GOI155068**

**INVITATION TO BID**

**Name of Work: Maintenance of Accounts of DFCCIL**

**PART - B (PRICE BID)**

**Tender No. : HQ/F&AC/Maintenance of Accts./Tender/2019**

**April, 2019**

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

## PART B

### PRICE BID

(In Electronic Form only)

The bidder is required to quote **LUMPSUM MONTHLY PRICE** for Professional Charges for the first year (starting from the date mentioned in the letter of award) for the **entire scope of Work as per Section II: Scope of Work**. First Year price will be increased by 10 % to determine the monthly price for second year onwards.

For Visits to Units, if authorized by the client, the consultant team will be reimbursed, to & fro journey fare by Air or Rail or Road (Journey should be performed by the shortest route in the entitled class) and lodging & boarding expenses. The entitlements for travelling, boarding & lodging expenses shall be as detailed **Payment Terms & Conditions of Section V - Special Conditions to the contract (SCC)**. No additional payment will be admissible on any account.

S.N.	Particulars	Amount in figures (Rs.)	Amount in words (Rs.)
1.	Lump sum Monthly Remuneration for the First Year (starting from the date mentioned in the letter of award)		

**GST on fees as applicable shall be paid extra.**