



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.  
(A Government of India Enterprise under Ministry of Railways)**

**FINANCE DEPARTMENT**

**CIN: U60232DL2006GOI155068**

**E-TENDER / BID DOCUMENT**

**(PARTICIPATION THROUGH e-tender only)**

**Name of Work:** Reviewing of the existing Risk Management Framework in DFCCIL and the Development of a Software Tool for catering to day-to-day operational risks.

**Tender No. : HQ/Fin/Risk Management /2022**

**Oct-2022**

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

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**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.  
(A Government of India Enterprise under Ministry of Railways)**

**FINANCE DEPARTMENT**

**CIN: U60232DL2006GOI155068**

**INVITATION TO BID**

**Name of Work:** Reviewing of the existing Risk Management Framework in DFCCIL and the Development of a Software Tool for catering to day-to-day operational risks.

**(PARTICIPATION THROUGH e-tender only)**

**PART - A  
(NIT, ITB, SCOPE OF WORK, GCC, SCC & TENDER FORMS  
AND ANNEXURES)**

**Tender No. : HQ/Fin/Risk Management /2022**

**Oct-2022**

**Dedicated Freight Corridor Corporation of India Ltd.  
5<sup>th</sup> Floor, Supreme Court 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 E-TENDER (NIT)**

1. Online bids (e-tender) under **Single Packet System** are invited from eligible Professional Consultancy firms for and on behalf of DFCCIL for the work **“To carry out a review of the existing Risk Management Framework in DFCCIL and the Development of a Software Tool for catering to day-to-day operational risks.”** as per details given hereunder:-

<b>I</b>	<b>Tender reference No.</b>	<b>:</b>	<b>HQ/Fin/Risk Management /2022</b>
<b>II</b>	<b>Mode/Type of Tender</b>	<b>:</b>	<b>Open Tender - “Single-Packet System” under e-Procurement System.</b>
<b>III</b>	<b>Scope of Services</b>	<b>:</b>	As per Section III – Scope of Work
<b>IV</b>	<b>Estimated Cost of Services</b>	<b>:</b>	INR 1,02,85,800/- (GST extra)
<b>V</b>	<b>Period of Assignment</b>	<b>:</b>	<b>32 Weeks</b>
<b>VI</b>	<b>Tender Validity</b>	<b>:</b>	45 Days from Date of Opening of Tender
<b>VII</b>	<b>Cost of bid documents</b>	<b>:</b>	Rs. 5,000/- + 18% GST (Rs.5,900/-)  Registered Micro & Small Enterprises (MSEs) are exempted from Tender Document Cost. The bidder seeking exemption must also submit a valid Udyam Registration Certificate.
<b>VIII</b>	<b>Amount of Bid Security (EMD)</b>	<b>:</b>	INR 2,01,400/- (Rupees Two Lakh, One Thousand and Four Hundred only)  Registered Micro & Small Enterprises (MSEs) are exempted from EMD. All vendors, exempted from submitting EMD shall be required to sign a bid securing declaration as per Form IV-B.  The bidder seeking exemption must also submit a valid Udyam Registration Certificate.
<b>IX</b>	<b>Helpline for e-tendering</b>	<b>:</b>	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact with the <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
<b>X</b>	<b>Address for Communication</b>	<b>:</b>	Dy. General Manager/Finance/F&RM DFCCIL, 3rd Floor, Supreme Court Metro Station Building Complex, New Delhi-110001 Phone No: 011-23454703
<b>XI</b>	<b>Venue of bid opening</b>	<b>:</b>	DFCCIL, 3 <sup>rd</sup> Floor, Supreme Court Metro Station Building Complex, New Delhi-110001

Note: Bid Document can be downloaded from the website <https://www.ireps.gov.in> for a fee of INR 5,000/- plus GST @18%. The cost of the Bid Document is non-refundable.

2. The details of works are available in the Bid Document which can be downloaded from <https://www.ireps.gov.in> DFCC website [www.dfccil.gov.in](http://www.dfccil.gov.in) (for reference only). The bid is to be submitted online only on [www.ireps.gov.in](http://www.ireps.gov.in) up to last date & time of submission of tender.

The bids will be submitted online in **Single-Packet System** viz. containing both the technical and financial offer. The Bidder must submit the documents of **Technical bid & Financial bid** online mode through website [www.ireps.gov.in](http://www.ireps.gov.in) .

3. The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Uploading of NIT and Bid Document i.e. Time of Sale of Bid (Online)	28/10/2022 <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
ii)	Date and Time of Publishing of Bid (Online)	28/10/2022 <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
iii)	Date and Time of Closing of Bid (Online)	21/11/2022 (15:00 Hrs) <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
v)	Deadline for receipt of Cost of Bid document, Tender Fees and EMD/Bid Security (Online)	21/11/2022 (15:00 Hrs) <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
vi)	Bid Opening Date & Time	21/11/2022 (15:30 Hrs) <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>

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

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 have H.Q/Branch in Delhi/NCR. **Proof of registered address of the firm be provided.**

b) **Technical Eligibility Criteria:**

- (i) Definition of *Similar Work* for Each Component of Work along with its value is defined as under:

Sl.No.	Components	Value of Component in the Estimate	Definition of Similar Work
1	Review of Existing Risk Management Framework and Development of Updated Risk Management framework.	67,85,000/-	Enterprise Risk Management Work for Infrastructure Companies or a Railway Company
2	Development of Digital Platform (web based and App based) for O&M of railway tracks under DFCCIL	35,00,000/-	Development of Digital Dashboard

- (ii) The tenderer must have successfully completed any of the following during the last 07 (seven) years, ending the last day of the month previous to the one in which the tender is invited:
  1. Three *similar works* each costing not less than the amount equal to 30% of advertised value of **each component** of tender, or
  2. Two *similar works* each costing not less than the amount equal to 40% of advertised value of **each component** of tender, or
  3. One *similar work* each costing not less than the amount equal to 60 % of the advertised value of **each component** of tender.

For instance, if the Bidder is applying under Sl.No.(b)(ii)(3) i.e. “One similar work\* each costing not less than the amount equal to 60 % of the advertised value of **each component** of tender”, then

- Bidder should submit a completion certificate amounting to a minimum of Rs 40,71,000/- for Enterprise Risk Management Work for Infrastructure Companies or a Railway Company

**AND**

- Bidder should submit a completion certificate amounting to a minimum of Rs 21,00,000/- for the Development of the Digital Dashboard.

- A. The bidder must have implemented the above similar works in Central Government/ State Government/PSUs/Autonomous Government Bodies/Private Companies listed on NSE/BSE.
- B. Separate completed works of minimum required values for each component shall also be considered for the fulfillment of technical eligibility criteria.

**c) Financial Eligibility Criteria:**

1. The Bidder should have an average turnover of **at least 150% of the advertised value of the tender i.e. Rs 1,54,28,700/-** . in the previous three financial years (FY 2019 – 2020, 2020-21 & 2021-22) and the current financial year up to the date of inviting of tender.
6. The bidder should have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years.
7. Notice Inviting Tender (NIT), Bid Document and Corrigendum/Addendum if any, will be posted on the E Tendering website [www.ireps.gov.in](http://www.ireps.gov.in) . Bidders are advised to complete all submission related work online, well before the cut-off time on the closing day of the Tender. Any request for modification in the time/date of submission of tender due to tenderer’s failure to submit his offer, will not be accepted. Therefore, the bidders are advised to visit these sites regularly before deadline for submission of bids.
8. 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 business day at the same time and venue.

9. 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.
10. Client reserves the right to cancel the tendering process at any time before award of Work without assigning any reasons thereof.
11. Bid Document is non-transferable. Tender received from Tenderer in whose name Bid Document has been issued, shall only be considered.
12. No extension in the Tender Due Date shall be considered on account of delay in receipt/submission of Bid Document. Late/Delayed Tender shall not be considered for evaluation.
13. The offer shall be valid for 45 days from the date of opening of the tender, and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable to be disqualified.
14. 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.

DGM/Fin./F&RM  
DFCCIL/HQ  
Ph. 011-23454703

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## **SECTION II: 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 and engaged in construction, maintenance and operation of dedicated freight railway tracks popularly known as corridors. Presently Company is under construction cum operation phase. Some of the Sections of DFCCIL in EDFC & WDFC have already been completed and dedicated to the Nation and balance portion of the Sections yet to be completed.
- 1.2 DFCCIL intent to solicit the services of an Agency/Consultant Firm for reviewing existing Risk Management Framework at DFCCIL and Development of Software Tool for catering to day-to-day operational risks in accordance with the Scope of work as detailed out in “Section III – Scope of Work”.
- 1.3 Downloading/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** : Instruction to Bidder (ITB);
- iii) **Section-III** : Scope of Work
- 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 This Open Tender 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 have H.Q/Branch in Delhi/NCR. **Copy of Firm certificate of registration issued by the Governing Body / Institute and Proof of registered address of the firm be provided.**

b) **Technical Eligibility Criteria:**

- (i) Definition of *Similar Work* for Each Component of Work along with its value is defined as under:

Sl.No.	Components	Value of Component in the Estimate	Definition of Similar Work
1	Review of Existing Risk Management Framework and Development of Updated Risk Management framework.	67,85,000/-	Enterprise Risk Management Work for Infrastructure Companies or a Railway Company
2	Development of Digital Platform (web based and App based) for O&M of railway tracks under DFCCIL	35,00,000/-	Development of Digital Dashboard

- (ii) The tenderer must have successfully completed any of the following during the last 07 (seven) years, ending the last day of the month previous to the one in which the tender is invited:
  - Three *similar works* each costing not less than the amount equal to 30% of advertised value of **each component** of tender, or
  - Two *similar works* each costing not less than the amount equal to 40% of advertised value of **each component** of tender, or
  - One *similar work* each costing not less than the amount equal to 60 % of the advertised value of **each component** of tender.

For instance, if the Bidder is applying under Sl.No.(b)(ii)(3) i.e. “One similar work\* each costing not less than the amount equal to 60 % of the advertised value of **each component** of tender”, then

- Bidder should submit a completion certificate amounting to a minimum of Rs 40,71,000/- for Enterprise Risk Management Work for Infrastructure Companies or a Railway Company

**AND**

- Bidder should submit a completion certificate amounting to a minimum of Rs 21,00,000/- for the Development of the Digital Dashboard.

The bidder must have implemented the above similar work in Central Government/ State Government/PSUs/Autonomous Government Bodies/Private Companies listed on NSE/BSE

**Certificate to this effect issued by the client to be submitted as proof along with bid document.**

c) **Financial Eligibility Criteria:**

- The Bidder should have an average turnover of **at least 150% of the advertised value of the tender i.e. Rs 1,54,28,700/-** . in the previous three financial years (FY 2019 – 2020, 2020-21 & 2021-22) and the current financial year up to the date of inviting of tender.

The bidder shall submit Certificates to this effect which may be Audited Financial Statements duly certified by the Auditors. In case Audited Financial Statements are not available for a

particular year, then the Turnover for that year shall be certified by a Chartered Accountant based on the books of accounts.

**Certified true Copy of Audited Financial Statements/certificates as above to be submitted as proof along with bid documents.**

d) Each bidder must produce the following documents. Failure to produce the documents/certificates shall make the bid non-responsive.

- GST Registration No./Details,
- PAN;
- A declaration that the information furnished with the bid documents is correct in all respects.

1.3 The bidder should have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years. Self-declaration in this regard is to be submitted as per format attached as **Form IV of Section-VI**.

1.4 The bidder should not have a 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 DEPOSIT (EMD)/ BID SECURITY**

4.1 Earnest Money Deposit of INR 2,01,400/- (Rupees Two Lakh, One Thousand and four hundred only) shall accompany the Bid. The EMD offered shall be submitted online at [www.ireps.gov.in](http://www.ireps.gov.in) and successfully credited to the Bank Account. Registered Micro & Small Enterprises (MSEs) are exempted from EMD subject to their submission of Bid Security Declaration and document supporting their MSE status.

4.2 Offers of the Bidders who do not submit/pay Earnest Money or submit Bid Security Declaration (in case of MSEs) shall be summarily rejected. The EMD of all unsuccessful Bidders will be returned after the award of the contract. The EMD of the successful bidder 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 the 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 III – 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 the rates quoted in the 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 a **percentage above/below/at par** for Professional Charges/Consultancy Fee. This percentage will be considered uniformly for both the phases i.e. Phase-I and Phase-II separately in '**Part-B - Price Bid.**' For example: if bidder has quoted 10% below, it will be treated as 10% below the estimated rates for both the phases.

For Visits to Units, the Team will be reimbursed, to & fro journey fares 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 detailed under Clause 2.0- Payment terms & conditions of Section V - Special Conditions to the contract (SCC). No additional payment will be admissible on any account. However, GST 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 in the tender form**.

## **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 specifications and all terms and conditions of contract. No deviation shall be entertained.

## **9.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

### **9.1 BID DOCUMENTS OBTAINING PROCESS:**

- (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 E-Tender, it is mandatory for bidders to get themselves registered with [www.ireps.gov.in](http://www.ireps.gov.in) and to have User ID and Password. Bidders have to pay Annual Registration Charges as applicable to IREPS through e-payment. Tenderers have to pay cost of bid document through e-payment.
- (iii) [www.ireps.gov.in](http://www.ireps.gov.in) is the only website for submission of bid. “Vendor Manual” containing the detailed guidelines for E-Tendering is available on [www.ireps.gov.in](http://www.ireps.gov.in).

- (iv) **Rs. 5,000/- + 18% GST (Rs.5,900/-) towards Cost of Bid Document** (non-refundable) shall be paid through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only.

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

- (i) All the required documents, as mentioned in Checklist as **Annexure-A**, shall be uploaded to the E-Tendering web site [www.ireps.gov.in](http://www.ireps.gov.in) within the period of bid submission. No physical submission is required.
- (ii) Bidder should log into the site well in advance for bid submission so that he/ she can upload the bid in time i.e. on or before the bid submission time.
- (iii) The detailed instructions of e-tendering can be read through the website [www.ireps.gov.in](http://www.ireps.gov.in).
- (iv) The Addendum / Corrigendum, if any; shall be hosted on the website [www.ireps.gov.in](http://www.ireps.gov.in) only.
- (v) The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.
- (vi) The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website [www.ireps.gov.in](http://www.ireps.gov.in) with the digitally signed copy of Bid Document.
- (vii) In case scheduled date of opening of bid is declared as holiday, tender can be uploaded up to 15:00 hrs on the next working day and will be opened at 15:30 hrs on that day.
- (viii) Each page of this bid document shall be submitted through Digital Signature of the tenderer.
- (ix) The bid shall be accepted through **online mode** only. The bid submitted after the time and date fixed for submission of Bids as set out in the Bid Document will be summarily rejected.

**9.3** The Bidder shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Bid Document before quoting. Should the Bidder have any doubt about the meaning of any portion of the Bid Document or find discrepancies/omissions in the bid document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least seven days before the due date of submission of the tender.

**9.4** Bid Document shall be accompanied by all the documents required to be submitted as specified in the Bid Document along with all Addendums and Corrigendum.

**9.5** All Bids shall be submitted in accordance with the instructions contained in the Bid Document. Non-compliance of any of the instructions contained in the Bid Document is liable in Bid being rejected.

**9.6** After award of contract to the Successful Bidder, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Bid Document, the interpretation of same given by DFCCIL shall be considered as final and binding.

- 9.7 Bidder must fill up all the schedules and furnish all the required information on e- mode as per the instructions given in various sections of the Bid Document. Complete Bid Document along with Addendums, Corrigendum and Documents is specified in the Bid Document, must be submitted through Digital Signature by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete. No page of this Bid Document shall be removed, and the set must be uploaded as it is.
- 9.8 Submission of a tender by a tenderer implies that he/she had read all the Bid Documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 9.9 DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- 9.10 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of the DFCCIL in this regard shall be final and binding.
- 9.11 The evaluation of tenders will be made on the basis of fulfilment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the bidder.

#### **10.0 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS**

- The Bidder may modify, substitute or withdraw its e-bid after submission, prior to 15:00hrs, of 21/11/2022 (Last Date & Time for Tender submission termed as Tender Closing Date & Time). No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
- 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.
- For modification of e-bid, Tenderer have to detach its old bid from e-tendering portal and upload/resubmit digitally signed modified bid.
- For withdrawal of tender, tenderer have to click on withdrawal icon at [www.ireps.gov.in](http://www.ireps.gov.in) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Tenderer cannot re-submit their tender again

#### **11.0 OPENING AND EVALUATION OF BIDS**

E-Tender shall be opened Online at the address given below at the time and date as specified in Section –I (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives if they choose to attend the Online Tender Opening. The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 21/11/2022, in the presence of Tenderers or their Authorized Representatives who choose to attend the bid Opening.

**Dedicated Freight Corridor Corporation of India Ltd.**

**3<sup>rd</sup> Floor, Supreme Court Metro Station Complex,  
New Delhi – 110001**

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.

**12.0 DEADLINE FOR SUBMISSION OF TENDER**

Tenderer(s) must ensure to complete the tender submission process in time as [www.ireps.gov.in](http://www.ireps.gov.in) will stop accepting any Online Tender after the Tender Closing Due date & Time (15:00 Hrs. of 21/11/2022). Bidder may visit the site on any working day to assess the Scope of Work before submitting their offer.

**13.0 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.

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## SECTION III: SCOPE OF WORK

### 1.1 Overview of Work

- i) Review and Update existing Enterprise Risk Management in DFCCIL and to ii) Develop and implement a Tool cum Software for monitoring & analyzing the reporting and resolution of issues/immediate risks observed in DFCC Network on a day-to-day basis.

### 1.2 Objectives of the Risk Management Consultancy Services:

DFCC has implemented Enterprise Risk Management (ERM) Framework with effect from 1st December 2014 which is being reviewed and upgraded periodically. The overall objectives of this assignment are:

1. To update the ERM framework and Risk Registers **in line with ISO 31000:2018 guidelines and Global Best Practices**, considering the changes in the Company's transition from Construction to O&M Phase and Regulatory requirements.
2. In addition, to develop a **Web/App/Phone-based Software/Tool (along with its Data Analysis)**, which would enable the personnel working on DFCC Establishment (Sites or Tracks) to register, populate, report issues/risks and allow all the concerned personnel to resolve and update the raised issues.

### 1.3 Detailed Scope of Services:

#### **PHASE I: Review and update the existing RM framework**

During the period, the Consultant will discuss and obtain inputs from the Key Stakeholders of DFCCIL and update the Risk Management Policy in line with International best practices. Recommended Revised RM framework should contain strategic objectives, processes, target Organizational structure including the Governance model, structure of the RM function, key capabilities, roles, and responsibilities (such as Risk officers and Risk Champions etc.) with a focus to identify and integrate the RM Management Structure with Organization structure.

Unless explicitly restricted in the Contract, the Scope of Work under the Contract shall include but shall not be limited to the following:

- i. Update the RM policy and RM framework
- ii. Define Key elements of the framework
- iii. Draft a Risk Management Policy encompassing the Key elements of the framework
- iv. Formulation of Risk Register:  
The Consultant may take the help of DFCCIL to obtain any available information. Required survey for assessing the risk contributors is the responsibility of the Consultant and the cost of the same in lump sum is to be included in their Quote/Offer.
- v. Risk Monitoring and Reporting
- vi. Risk Mitigation measures for Key risks:
  - Provide support in the identification of a Mitigation plan for all identified risks.
  - Present the findings to Senior Management of DFCCIL for their inputs and suggestions for further improvement.



**PHASE II: Development and Implementation of a Tool cum Software to monitor & analyze the reporting and resolution of issues/immediate risks observed in DFCC Network on a day-to-day basis.**

The inputs for this Phase shall be collected during the Consultant's interactions with different DFCCIL Officials during initial days of Phase-I. The inputs shall include but shall not be limited to Type/Sub-type of Risk; Fields for Drop-Down Menu in which all the Risks needs to be categorized as well as the other Fields required for Data Analysis; Action status of all the Risks etc. Also, the inputs regarding the type of Software/Tool to be developed and the ways and means to increase its utility among the Users must be discussed with Field Officials during Phase-I.

1. The Tool cum Software should have *interoperability* on Web/App/Phone.
2. Web-based portal shall also host a *Document Management System* for uploading photographs, and other Project documents.
3. Tool should *enable the personnel* working on DFCC Network to register, populate, report issues/risks and allow concerned personnel to resolve and update the raised issues. The software should also be able to do the Data Analysis of the above issues and be able to throw actionable insights. Analysed information may be on frequency, type, location of defects, etc.
4. Timely automated *alerts* to concerned personnel for addressing open issues and consequent escalation to higher authorities in case of delays beyond defined timelines.
5. *Dashboards* to present a bird's eye view of 'resolved' and 'pending' issues to the Management/Departments on a *real-time basis*.
6. Collating of Risks into Risk Registers
7. Conduct various *Tests* (Unit, Integration, UAT, etc.), End-user training, prepare User Manuals and assist in Go-live with (four) 4 weeks of Post Go-live hyper care support.

**A. The tool shall also have the following features:**

- Data protection & web-security features as per applicable standards
- Drill-down functionality on various parameters
- Perform various calculations on the data uploaded and represent the same via graphs/tables
- Export & Print features for export of Dashboards. The exported dashboard will contain the filtered Data as per the drilldowns chosen
- Pre-defined logic will be available to decide who can upload which information, which can be modified via the Admin Panel.

**B. Deliverables:**

- Application deployed in a Production environment
- Source Code for Application and all Database scripts with Perpetual License
- Any other Project-related technical document required by the client.

**Training Program on Revised Enterprise Risk Management Framework**

- Develop Training Modules/Documents to be rolled out to Business teams to create awareness of the Risk management culture and communicate on the updated Risk management policies and procedures.
- Conduct two (2) Training workshops for the nominated members on the Risk updated ERM framework, and Risk management policies and procedures.
- Conduct the requisite number of training workshops on Digital Tools/Software for End Users.

## **Locations and Field Units to be covered**

- Consultant is expected to cover hitherto operational Field Units of Jaipur and Tundla for interaction with Officials and collecting the inputs. If required, they may visit associated Field Units/Stations of Jaipur, Tundla or any other Field Unit of DFCCIL. Overall coordination will be done by DFCCIL Corporate Office, New Delhi.

### **1.4 Manpower Deployment:**

- 1.4.1 Firm / Consultant should deploy members suitable for undertaking the assignment and also may use the latest technology for delivering a high-quality Risk Management Strategy and Software as detailed in the Scope of Work.
- 1.4.2 On requirements of the assignment, as per terms & conditions contained therein, the firm/consultant should ensure that the size of the team is commensurate with the size of the Company and the volume of work involved as required by DFCCIL.
- 1.4.3 Team Leader/authorised representative should be present at DFCCIL office at the time of finalisation and submission of reports etc. However, the officer-in-charge of DFCCIL may relax the condition to be present at the DFCCIL office if required.
- 1.4.4 Partner/Authorized Representative visit is required on a weekly or requirement basis for review of overall assignment and feedback submitted to DFCCIL.
- 1.4.5 All the presentations should be given at the Partner/Authorised Representative level except for exceptional instances. Making visits to DFCCIL office for any meeting discussions as per the requirement.
- 1.4.6 Except as the DFCCIL may otherwise agree, no changes shall be made to Key Personnel assigned for DFCCIL. Notwithstanding the above, the substitution of Key personnel during Contract execution will 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 required qualifications and experience.
- 1.4.7 If the DFCCIL finds that any of the Personnel deployed by the firm has committed 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 the Key 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 required qualifications and experience and shall be acceptable to the Client. If any of the personnel deployed by the Consultant in DFCCIL indulges in theft or any illegal/irregular activities, misconduct, the consultant will take appropriate action as per law and rules against its erring personnel in consultation with DFCCIL and intimate the action taken to DFCCIL.
- 1.4.8 Team Members of the Firm should have their own Laptop for discharge of duties related to subject assignment.
- 1.4.9 The Firm/Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Personnel.

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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 of Section VI**.
- 1.2 "Contract Price" is a Lump Sum amount as stated in the 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 Operation of Contract. GM/Fin/FM shall 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 DATA PROTECTION**

Where the Contractor is processing Personal or Other Data, as a Data Processor for DFCCIL, the contractor shall-

- (i) Process the data only in accordance with instructions from DFCCIL (which may be specific instructions or instructions in general nature) as set out in this Contract or as otherwise notified by DFCCIL.
- (ii) Comply with all applicable laws.

- (iii) Process the Data only to the extent; and in such manner as is necessary for the provision of the Provider's obligations under this Contract or as is required by Law or any Regulatory Body
- (iv) Implement appropriate technical and organizational measures to protect the Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction or damage to the Data and having regard to the nature of the Data which is to be protected;
- (v) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Data;
- (vi) Obtain prior written consent from the Authority in order to transfer the Data to any sub-contractor for the provision of the Services;
- (vii) Not cause or permit the Data to be transferred, stored, accessed, viewed or processed outside of India without the prior written consent of the DFCCIL.
- (viii) Ensure that all staff and agents required to access the Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
- (ix) Ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the DFCCIL
- (x) Not disclose Data to any third parties in any circumstances other than with the written consent of DFCCIL or in compliance with a legal obligation imposed upon DFCCIL, and notify DFCCIL (within Five Working Days) if it receives
  - a. a request from a Data Subject to have access to that person's Personal Data; or
  - b. a complaint or request relating to the DFCCIL's obligations under the law;

The provision of this clause shall apply during the Contract Period and indefinitely after its expiry.

#### **4.0 AWARD OF CONTRACT**

- 4.1 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 bidder, which *is valid, responsive, technically, and financially eligible and lowest* and in conformity with the requirements of the documents solicited and DFCCIL shall be the sole judge in this regard.
- 4.2 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.
- 4.3 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.

#### **5.0 EFFECT AND JURISDICTION OF CONTRACT**

- 5.1 The contract shall be considered as having come into force from the date of issue of Letter of Acceptance\Award by DFCCIL.
- 5.2 This agreement and the relationship between the parties shall be governed construed and interpreted in accordance with applicable laws of India. Applicable laws shall mean all laws, bye-laws, statutes,

rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.

- 5.3 The Client and Firm/Consultant shall hereby submit to the jurisdiction of the courts situated at (New Delhi) for the purpose of actions and proceedings arising out of the contract and the courts at (New Delhi) shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.

## **6.0 DURATION OF CONTRACT**

- 6.1 The duration of the contract for work to be undertaken by the Firm/Consultant will be for the period of 32 weeks (starting from the date mentioned in the letter of award) and can be extended at the sole discretion of the DFCCIL. The work will be completed on submission of all requisite documents, successful delivery as per the Scope of Work 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.

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

- 7.1 Security deposit of 5% of CONTRACT PRICE will be recovered @ 6% 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.
- 7.2 On acceptance of tender the successful bidder shall have to submit Performance guarantee amounting to 3% of the contract value in any one of the forms 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, post expiry of the completion period. The agreement should normally be signed within 30 days after issue of LOA and same should be submitted within this time limit.
- 7.3 The Security deposit and Performance guarantee are 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.
- 7.4 Format of Performance Bank guarantee to be submitted by the successful bidder is attached as **FORM VI of Section VI**.

## **8.0 TERMINATION OF CONTRACT**

- 8.1 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.

8.2 Where the Firm / Consultant breaches this Agreement, the Client may terminate this Contract and forfeit the Performance Guarantee, by not less than thirty (30) days written notice of termination to the Firm / Consultants. Further, the Firm will be debarred from getting future assignments in DFCCIL in the following cases: -

- (i) If the Firm obtains the appointment on the basis of false information/false statement at the time of submission of application/documents.
- (ii) The Firm is found to have subcontracted the work.
- (iii) If the Firm does not take up the assignment in terms of the appointment letter.
- (iv) If the Firm does not make compliances as per the scope of work (Schedule-III).

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

9.1 The bidder should ensure that they are GST compliant & their quoted tax rate structure/rates are as per GST Law.

9.2 The Bidders shall be registered with the GST Authority for the purpose of GST 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 discharge of all liabilities towards 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, except the payment of GST to consultant at applicable rates on professional charges/fees. 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 or any other laws, as applicable from time to time, and deposit the same to the concerned Government Authorities.

## **10.0 EXTENSION OF TIME**

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

## **11.0 FORCE MAJEURE**

11.1 Force Majeure means an event beyond the control of the contractor and not involving the contractor's fault or negligence, and which is not foreseeable. Such events may include but are not restricted to acts of the client (DFCCIL) either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes, however, it should not be used by a party to effectively escape liability for bad performance.

11.2 If there is delay in performance or other failures by the contractor to perform its obligation under its contract due to the event of a Force Majeure, the contractor shall not be held responsible for such delays/failures.

11.3 If a Force Majeure situation arises, the contractor shall promptly notify the client (DFCCIL) in writing of such conditions and the cause thereof within twenty-one days of occurrence of such events with reasonable evidence thereof. Unless otherwise directed by the client (DFCCIL) in

writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternate means for performance not prevented by the Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussions on either side.

## **12.0 SUSPENSION OF WORK**

- 12.1 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.

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

- 13.1 During the period of their inability to perform the Services as a result of an event of Force Majeure under **Clause 11.0** or Suspension of work under **Clause 12.0**, 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.

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

- 14.1 The Firm / Consultants shall perform the Services set out in the 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 programme and completion date for the Services and make recommendations on how to proceed.
- 14.2 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.
- 14.3 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.

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

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

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

- 16.1 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.

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

- 17.1 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.
- 17.2 All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or any Third Party) in performing the Consultancy Services shall become and remain the property of the Client, and all intellectual property rights in such Consultancy Documents shall vest with the Client. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 17.3 The Consultant shall hold the Client harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Client.
- 17.4 The Consultant shall not infringe any Intellectual Property Rights of any third party in supplying the services and the consultant shall, during and after the contract period indemnify and keep indemnified and hold the Client harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the client may suffer or incur as a result of or in connection with any breach of this clause.

## **18.0 OBLIGATIONS OF THE CLIENT**

- 18.1 The Client shall provide necessary space and information required to fulfill the Firm / Consultant's obligation under the scope of work.
- 18.2 Consultant provider shall ensure compliance with all relevant Central/State laws and rules as applicable such as Tax Laws, Labour Laws and Insurance etc with regard to the contract and shall be solely responsible for the same and shall keep the DFCCIL fully indemnified against the liability of any Taxes, interest, penalty etc if any arising in connection with the contract. The Consultant shall indemnify the DFCCIL against any claim which may be made under various clauses mentioned in the bid document forming the part of contract agreement.



## **19.0 DURATION OF LIABILITY**

- 19.1 Neither party shall be liable for any loss or damage occurring after the completion of the Services. If any default is found and detected after the completion of the work, the Firm/Consultant shall indemnify the same.

## **20.0 VARIATIONS**

- 20.1 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 14.0**.
- 20.2 Where the Firm / Consultant notifies the Client under **Clause 14.0** 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.
- 20.3 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 20.4**.
- 20.4 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.
- 20.5 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.
- 20.6 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 25.0**. 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).

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

- 21.1 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 **Clause 2.0- 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.

## **22.0 LIQUIDATED DAMAGES**

- 22.1 If the Firm / Consultant fails to comply with the timeline for completion of the Services within the stipulated time, then the Firm / Consultant shall pay to the Client 0.035% of Contract Price per day (Maximum 5% of Contract Price plus GST) delay as liquidated damages for such default and not as a penalty. The Client may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Firm / Consultant.

However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

### **23.0 CONFLICT OF INTEREST**

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

23.2 Consultant represents and warrants the following:

- (i) No Current or Prior Conflict of Interest - That Consultant has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- (ii) Notice of Potential Conflict - If any such actual or potential conflict of interest arises under this Agreement, Consultant shall immediately inform the DFCCIL in writing of such conflict.
- (iii) Termination for Material Conflict - If, in the reasonable judgment of DFCCIL, such conflict poses a material conflict to and with the performance of Consultant's obligations under this Agreement, then DFCCIL may terminate the Agreement immediately upon written notice to Consultant; such termination of the Agreement shall be effective upon the receipt of such notice by Consultant.

### **24.0 DEFENCE OF SUITS**

24.1 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.

### **25.0 SETTLEMENT OF DISPUTES**

25.1 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 25.2 has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.

25.2 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.

25.3 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.

25.4 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:

- 25.5 On receipt of such notice, the Client shall send to the Firm / Consultant a panel consisting of the names of three persons from the panel of Arbitrators maintained by DFCCIL and thereafter the Firm / Consultant within thirty (30) 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. The entire appointment process has to be completed within 30 days.
- 25.6 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.
- 25.7 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 25 herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 25.8 The Arbitration shall be subject to the provisions of the Arbitration and Conciliation Act 1996 and its amendments thereof. Dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- 25.9 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. Place of Arbitration shall be New Delhi, where the contract will be signed.
- 25.10 The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator/conciliator, as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator/conciliator would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator is appointed by the DFCCIL or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- 25.11 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.

## **26.0 SEVERABILITY CLAUSE**

- 26.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

## **27.0 AMENDMENT / MODIFICATION / ALTERATION IN CONTRACT DOCUMENT**

- 27.1 This Agreement shall not be varied, altered, modified, cancelled, changed, or in any way amended except by mutual agreement of the parties in a written instrument executed by the parties hereto, their legal representatives or their respective successors or assignees.

## **28.0 MALICIOUS CODE CERTIFICATE**

The seller should upload the following certificate (**FORM IV-A**) in the bid: -

This is to certify that the Hardware/Software being offered as part of the contract, does not contain Embedded Malicious code that would activate procedures to: -

- (i) Inhibit the desires and designated function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

29.0 The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to the activation of any such malicious code in embedded software.

30.0 Use of original Software: The Bidder should use only legal/valid software for hosting of the application. DFCCIL would not be responsible for any use either direct or indirect, of illegal software by the Bidder. The Bidder would indemnify DFCCIL against the same.

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

These Special Conditions of Contract shall be read and construed along with the General Conditions of Contract. In case of any conflict or inconsistency between Special Conditions of Contract and General Conditions of Contract, provisions of the Special Conditions contained herein shall prevail.

### **1.0 PAYMENT TERMS AND CONDITIONS**

- 1.1 The price as per PRICE BID of PART – B PRICE SCHEDULE for the Scope of Work mentioned in Section III: Scope of Work shall remain “FIRM” in all respects till the completion of the contract.
- 1.2 The quoted price of professional fees shall include all taxes, duties & levies, professional tax, insurance charges, license fees, etc. except GST. GST on final accepted offer value as applicable shall be paid extra.
- 1.3 No TA/DA shall be payable separately for visit to DFCCIL Corporate Office or any other location within National Capital Region (NCR).
- 1.4 No site visit is generally envisaged for the performance of the contract. In case site visit is considered necessary by the Firm/ Consultant/DFCCIL, the same shall have to be done by consultant and should be finalized in consultation and strictly with prior permission of officer-in-charge of DFCCIL.
- 1.5 For Visits to Units, if authorized by the Officer-in-charge, the firm/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/Director	Equivalent to GM
SME/Manager	Equivalent to DGM
Others	Equivalent to AM

- 1.6 Calculation of Daily Allowance shall be regulated as per Clause 10 of Chapter XIV of HR manual of DFCCIL, as amended time to time, “Travelling and daily allowance for travel on duty”. Local Transportation at the units will be provided by the DFCCIL.
- 1.7 DFCCIL shall pay to the Consultant the amounts claimed pursuant to this Contract as per schedule of payments Clause 2.13 below, on receipt of Tax Invoice.
- 1.8 The Firm/Consultant shall submit GST compliant Invoice, to the Risk Management Section at Corporate Office. Efforts shall be made for payment to be released to the Firm/Consultant through RTGS/NEFT within 30 days on receipt of bill complete in all respects. TDS and GST TDS, as applicable, shall be deducted from the bills of the Firm/Consultant. Preferably E-Invoice shall be submitted by the Consultant. No advance payment shall be made under any circumstances.
- 1.9 The Firm/Consultant shall give consent in a mandate form for receipt of payment through RTGS/NEFT. Charges if any will be on account of the Firm/Consultant.

- 1.10 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.
- 1.11 Final payment pursuant to Schedule of Payments shall be made only after the receipt of Final bill and completion of all activities listed in the Scope of Work to the satisfaction of Officer-in-Charge as per the provisions of the contract. All cost, including incidental charges, which have not been included in the Final bill will not be paid or reimbursed. Should any discrepancy be found to exist between the actual payments made by DFCCIL and the prices quoted/authorized to be incurred by the Consultant pursuant to this Contract, the final payment shall be adjusted by DFCCIL to reflect such discrepancy.
- 1.12 Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

## 2.0 SCHEDULE OF PAYMENTS

DFCCIL shall pay to the Consultant the amounts claimed pursuant to this Contract after completion of deliverables as below:

PHASE - I : Review of existing Risk Management framework and development of updated RM framework			
S.No.	Key Deliverables and Activities	Duration	Payment Schedule
1	Submission of Inception Report	T + 2 weeks	-
2	Submission of the draft as-is assessment report of the existing Enterprise Risk Management framework highlighting areas of improvement and consultant's recommendations on key elements of RM framework.	T + 6 weeks	10%
3	Validation of highlighted areas of improvement and recommendations from the relevant stakeholders	T + 8 weeks	5%
4	Submission of final as-is assessment report	T + 10 weeks	15%
5	Submission of draft Enterprise Risk Management policy encompassing key elements of the framework such as Risk governance structure, Risk Management Committee structure, Risk Management mechanism, Risk Register, Risk Monitoring and Reporting and so on.	T + 18 weeks	20%
6	Validation of draft ERM policy from the relevant stakeholders	T + 20 weeks	5%
7	Submission of final Risk Management Policy and Risk Registers	T + 22 weeks	15%
8	Training and Workshops	T + 24 weeks	20%
9	Final Completion of all Services of Phase-I	T+32 weeks	10%

<b>PHASE - II : Development and Implementation of a Tool cum Software to monitor &amp; analyze the reporting and resolution of issues/immediate risks observed in DFCC Network on a day-to-day basis.</b>			
<b>S.No.</b>	<b>Activities</b>	<b>Duration</b>	<b>Payment Schedule</b>
1	Analysis of practical diagnostic problems and creating solution architecture and Validation of solution architecture from relevant stakeholders	T <sub>1</sub> + 4 weeks	10%
2	Development of web-based digital platform on web	T <sub>1</sub> + 8 weeks	20%
3	Development of app-based (iOS & Android) digital platform	T <sub>1</sub> + 12 weeks	20%
4	Interactive cycles of testing, validation, and refinement of digital tool by implementing the tool	T <sub>1</sub> + 14 weeks	10%
5	Reflection to produce a prototype and enhance solution implementation	T <sub>1</sub> + 15 weeks	10%
6	Training, workshops, User Manual	T <sub>1</sub> + 18 weeks	20%
7	Final Completion of all Services of Phase-II	T <sub>1</sub> +26 weeks	10%

Note:

- i. The schedule for completing the Deliverables shall be determined by the maximum number of weeks from the Effective Date of the Agreement (“T”)
- ii. Phase-II is supposed to be started after the submission of the inception report of Phase-I. Therefore T<sub>1</sub> = T + 02 weeks
- iii. The above timelines will exclude the time taken by the Authority in providing comments on the various reports/documents. The Consultant shall get one week for submission of the revised reports/documents after the comments of the Authority are provided.
- iv. The payment shall be made as per actual Key Deliverables performed as directed by the Authority.
- v. The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.
- vi. All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later than two weeks from the date of receiving a draft report and in case no comments are provided within this duration, the Consultant shall finalise its report.
- vii. Final Payment of 10% shall be released upon completion of Services in their entirety including issue of Risk Management Framework of DFCCIL by Competent Authority and pilot implementation of Software Tool.

### **3.0 SUB-CONTRACTING**

The Consultant shall not assign or sub-contract any portion of this work.

### **4.0 LIABILITY OF CONSULTANT**

Should any mistake or inadequacy appear in the documents/reports submitted by the Consultant, the Consultant shall perform at its own initiative and at no extra cost to DFCCIL, all such services as shall be necessary to remedy the said mistake or inadequacy.

The Consultant shall be further liable for the consequences resulting from errors and omissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of the total value of this contract. Except in cases of criminal negligence or willful misconduct, the consultant shall not be liable for any indirect or consequential losses or damages.

Notwithstanding anything contained in this document, the aggregate liability of the selected consultant in connection with the services to be performed hereunder, shall in no event exceed the contract price. The selected consultant shall only be liable for the direct damages or loss arising out of this agreement or otherwise from its services and not for any indirect or consequential damages.

## **5.0 COORDINATION**

The Consultant shall at all times co-operate and co-ordinate with DFCCIL, with respect to the Technical Assistance.

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

### **FORM I**

#### **TENDER FORM**

To  
**DGM/Finance/Risk Management**  
**Dedicated Freight Corridor Corporation of India Limited**  
5th Floor, Supreme Court Metro Station complex,  
New Delhi – 110001

**Sub:** Proposal for the work “Reviewing of the existing Risk Management Framework in DFCCIL and the Development of a Software Tool for catering to day-to-day operational risks”.

Dear Sir,

I / We, hereinafter called “The Bidder”, have read and examined the following Bid Documents relating to the above work :

#### **PART – A**

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

1. I / We hereby tender for the 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 special limited tender open for acceptance for a period of 15 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 Rs. 2,01,400/- (Rupees Two Lakh, One Thousand and Four Hundred only) is hereby submitted and credited in form of NEFT/RTGS 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 fulfil all the terms and conditions and provisions of the above-mentioned Bid 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 Bid 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.

(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\_\_\_\_\_

## FORM II

### 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

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

5. Income Tax PAN No. of the Firm:
6. GST No.:

Signature of Authorised Representative  
With Name & Seal of the Firm.

**FORM III**  
**FORM OF DECLARATION**

M/s. -----(**Name of the Bidder**) having its Registered office at ----- (hereinafter referred to as 'the Bidder') having carefully studied all the Bid documents relating to the work of "*Reviewing of the existing Risk Management Framework in DFCCIL and the Development of a Software Tool for catering to day-to-day operational risks*" (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 authorizes the Client to seek reference from the bankers of the 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 the Client.
9. Bidder undertakes to abide to take necessary steps for data protection/security as per law.
10. The Bidder declares that the information and documents submitted along with the tender are correct and bidder is fully responsible for the correctness of the information and documents submitted.

For and on behalf of the Bidder

Dated: (To be Signed by Power of Attorney Holder\*)

\* Copy of the Power of Attorney (duly notarised by the notary public) along with the Certified copy of the Extract of Minutes of the Board Resolution of the Firm shall be submitted along with this form.

**FORM IV**

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

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

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

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**FORM IV-A**

**Malicious Code Certificate  
(By the Bidder)**

I/ We, M/s ..... (Name of bidder) hereby certify that the Hardware/Software being offered as part of the contract, does not contain Embedded Malicious code that would activate procedures to: -

- (i) Inhibit the desires and designated function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

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

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**FORM IV-B**

**Bid Security Declaration  
(By the Bidder)**

I/ We, M/s ..... (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works / Service Tender issued by DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS.

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

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**FORM V**

**ECS –FORM**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)  
(PAYMENT TO BIDDER THROUGH CREDIT CLEARING MECHANISM)**

**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.



**FORM VI**

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**To,**

**DGM/Finance/Risk Management**

Dedicated Freight Corridor Corporation of India Limited

3<sup>rd</sup> Floor,

Supreme Court Metro Station Building Complex,

New Delhi-110001

**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 unconditional, unequivocal, and 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 \_\_\_\_\_ (DGM/Finance/Risk Management, 3<sup>rd</sup> Floor, Supreme Court Metro Station Building Complex, New Delhi-110001) 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 guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the 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 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.

Signature of Bank Authorized Official with seal Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

**Witness:**

1. Name : \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

2. Name : \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

## FORM VII

### CONTRACT AGREEMENT

**Name of the Work:** *“Reviewing of the existing Risk Management Framework in DFCCIL and the Development of a Software Tool for catering to day-to-day operational risks”*

This contract agreement is made on the \_\_\_\_\_ Day of \_\_\_\_\_ 2022, between, on the one hand, **Dedicated Freight Corridor Corporation Of India Limited**, 5<sup>th</sup> Floor, Supreme Court Metro Station Building Complex, New Delhi-110001 (a Government of India Enterprise) (hereinafter called the “Client”) through its authorized signatory, GM/Finance/FM, 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 (Bid Document) as referred to in Clause 1.5 of Section II – 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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*[Authorized Representative of the Firm/Consultant – name and signature]*

**CHECKLIST**

Bidders Name: .....

<b>S. N.</b>	<b>Items Description</b>	<b>Reference</b>	<b>Enclosed</b>
<b>1.</b>	Tender Form in original (duly signed & stamped)	Form I of Section VI	YES/NO
<b>2.</b>	Details of Bidder in Form II( duly signed & stamped)	Form-II of Section VI	YES/NO
<b>3.</b>	Form of Declaration in Form III (duly signed & stamped)	Section VI read with Clause 5 (d) of NIT and Clause 2.2 (d) of ITB	YES/NO
<b>4.</b>	Declaration of Eligibility in Form IV(duly signed & stamped)	Clause 6 of NIT and clause 2.3 of ITB	YES/NO
<b>5.</b>	Malicious Code Certificate -Form IV-A (duly signed & stamped)	Clause 28 of GCC	YES/NO
<b>6.</b>	ECS - Form V(duly signed & stamped)	Clause 2.13 of Section V: SCC	YES/NO
<b>7.</b>	Firm certificate of registration issued by the Governing Body / Institute.	Clause 5 (a) of NIT and Clause 2.2 (a) of ITB	YES/NO
<b>8.</b>	Proof of registered address of the firm.	Clause 5 (a) of NIT and Clause 2.2 (a) of ITB	YES/NO
<b>9.</b>	Copy of letter of Award issued by the client to be submitted as proof of satisfactory completion of similar work/works.	Clause 5 (b) of NIT and Clause 2.2(b) of ITB	YES/NO
<b>10.</b>	Certified true Copy of audited annual accounts to be submitted as proof of Turnover	Clause 5 (c) of NIT and Clause 2.2 (c) of ITB	YES/NO
<b>11.</b>	Cost of Bid document	Clause 1 of NIT read with Clause 3.0 of ITB	YES/NO
<b>12.</b>	EMD / Bid Security / Bid Security Declaration	Clause 1 of NIT read with 4.0 of ITB	YES/NO
<b>13.</b>	Authorization letter in favour of person signing the bid documents	Clause 6.0 of ITB	YES/NO
<b>14.</b>	Registration Certificate of GST	GCC Clause 9 and Clause 2.2(d) of ITB	YES/NO
<b>15.</b>	Price Bid	Part B read with Clause 5.1 of ITB	YES/NO
<b>16.</b>	Complete scanned bid document duly signed by bidder	Clause 10 of ITB	YES/NO

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

1. All above relevant documents should be scanned and uploaded at website -in “Document Library” and after that, attach all above necessary documents in particular tender.
2. The Complete Tender Document including Corrigendum/Addendums with all the above mentioned documents digitally signed would be uploaded at website [www.ireps.gov.in](http://www.ireps.gov.in) in “Document Library” and after that attach the complete document in the particular tender.
3. Financial Bid filled/submitted in website [www.ireps.gov.in](http://www.ireps.gov.in) is only accepted and not required to be submitted in hard copy at all.

4. The rates should be quoted in figures and words. If there is any variation between the rates quoted in figures and words, the rates quoted in „Words“ shall be taken as correct rates.

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

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## **PART B**

### **PRICE BID**

The bidder is required to quote the percentage **above/below/at par** as Professional Charges/ Fees for the **entire scope of Work as per Section III: “Scope of Work” as under:**

<b>Sl. NO.</b>	<b>Particulars</b>	<b>Estimate Price (in Rs.)</b>
1.	Phase-I	67,85,792
2.	Phase-II	35,00,000
3.	Total	1,02,85,792/-
	<b>% above/below/at par</b>	
Bidder has to quote a single percentage above/below/at par on the Total Estimated Value. The % quoted by the bidder will be uniformly charged over the estimated price of both phases to arrive at the final value of both phases.		

Financial Bid filled/submitted in website [www.ireps.gov.in](http://www.ireps.gov.in) is only accepted and not required to be submitted in hard copy at all.

For Visits to Units, the team members will be reimbursed, *one time 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 detailed in the payment terms in Special Conditions to the contract (SCC). No additional payment will be admissible on any account.

**Goods and Services Tax (GST) on fees as applicable shall be paid extra.**

**Note:**

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

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