

DFCCIL

(A Government of India Enterprise under Ministry of Railways)

BID DOCUMENT

**Name of Work:
Audit of Disbursement of Land Compensation for FY 2014-15
& FY 2015-16**

Bid No. : HQ/F&AC/Land Audit/2015

January 2016

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

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DFCCIL

(A Government of India Enterprise under Ministry of Railways)

FINANCE DEPARTMENT

INVITATION TO BID

**Name of Work:
Audit of Disbursement of Land Compensation for FY 2014-15
& FY 2015-16**

PART – A

**(NIT, ITB, GCC, Scope of Work, SCC & BID FORMS AND
ANNEXURES)**

Tender No. : HQ/F&AC/Land Audit/2015

January 2016

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

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

SECTION I: NOTICE INVITING BID (NIB)

1. Sealed Bids in **“Single-stage, two-envelope procedure”** are invited from eligible professional consultancy firms having suitable experience for and on behalf of DFCCIL for the work **“Audit of Disbursement of Land Compensation for FY 2014-15 & FY 2015-16”** as per details given hereunder:-

I	Bid reference No. : HQ/F&AC/Land Audit/2015
II	Scope of Services: As per Section IV – Scope of Work
III	Estimated Cost of Services: INR 12.21 Lacs (inclusive of service tax)
IV	Duration for Completion of Work: 90 days as per clause 5.0 of Section III – General Conditions of Contract
V	Sale of bid documents: from 11.00 Hrs on 28.01.2016 and up to 13.00 Hrs on 26.02.2016.
VI	Period of Bid Validity: 90 days
VII	Cost of bid documents: INR 2,100/- (Rs. Two Thousand One Hundred only). (Tender Fee Rs 2000/- & 5% VAT Rs. 100/- , non-refundable) Bid submitted without cost of bid document shall be rejected.
VIII	Amount of Bid Security (EMD): 24,420/- (Rs. Twenty Four Thousand and Four Hundred Twenty only).
IX	Dead line for receipt of Bid: Up to 15.00 Hrs on 26.02.2016. Client’s address for the receipt of bid documents: Addl. General Manager/Finance-III, DFCCIL, 5 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
X	Venue, time and date of bid opening: <u>Venue</u> : DFCCIL, 5 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001 <u>Time and Date:</u> 15.30 Hrs on 26.02.2016.

Cost of bid document and bid security is to be submitted in the form of crossed Demand Draft favouring “M/s DFCCIL” payable at Delhi drawn on a scheduled or nationalized Bank.

2. Complete Bid Document can be viewed at/downloaded from DFCCIL website <http://dfcc.in/>, www.dfccil.org and eprocure.gov.in. Interested parties may obtain Bid Document from the office of Additional General Manager/Finance/III, Room No: 518, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi. Phone : 011-23454788.

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

- a) The bidder should be a reputed Professional consultancy firm in practice in India. **Copy of certificate of registration issued by the governing body/Institute be submitted along with the Bid.**
- b) The bidder should have H.Q/branch in Delhi/NCR. **Proof of address of the firm be provided.**
- c) The Firm/Consultants should possess 15 years' experience in the field of Audit/ Taxation and other allied Accounting Services. **Details of experience be provided in Form II Section VI.**
- d) The Firm/Consultants should possess past experience in providing Audit services for at least two Financial years out of 5 immediately preceding Financial Years in CPSE's. The contact person in the customer organization along with their contact particulars may be provided. **Details of experience be provided in Form II Section VI.**
- e) The firm should have proper staff to deploy teams consisting of 3 members each headed by a qualified Chartered Accountant duly assisted by semi-qualified staff/ Articled clerks/ Paid assistants. The deployment of teams should be in such a manner that teams should work in each corridor simultaneously so as to complete the assignment within stipulated time. Average number of employees (including articled clerk) during the last three years must be more than 25. A certificate duly signed by authorized signatory of the Firm\Consultant be attached. Corridor wise list of units is as follows :

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

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

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

- f) The bidder must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the bid, one similar work (i.e. Internal\Statutory\ Other Audit Assignments) for a minimum value of 35% of the estimated bid value. **Copy of letter of Award issued by the client to be submitted as proof along with bid documents.**
- g) The payment/fees received by the bidder in the previous three financial years and the current financial year up to the date of opening of bid shall be at least 150% of the approximate value of the work mentioned in the bid. **Certified true Copy of audited annual accounts to be submitted as a proof along with bid documents.**

- h) Each bidder must produce:
- (i) The Service Tax registration no., PAN no., Registration certificate issued from the appropriate Govt.\agency for the Firm;
 - (ii) A declaration that the information furnished with the bid documents is correct in all respects; and
 - (iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.
4. The bidder should have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years.
 5. In the event of the specified date for the submission of bids being declared a holiday for the Client, the Bid will be received up to the specified time on the next working day.
 6. At any time prior to the deadline for submission of bid, the Client may amend the Tender Document by issuing corrigendum/addendum which shall be notified on DFCCIL website <http://dfcc.in/>, www.dfccil.org and eprocure.gov.in. Therefore, the bidders are advised to visit the site regularly before deadline for submission of bids.
 7. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.
 8. 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.
 9. If tender document is downloaded from website, cost of the tender document shall have to be deposited along with the bid in a separate envelope failing which the offer shall be liable to summarily rejected.
 10. Client reserves the right to cancel the bidding process at any time before award of Work without assigning any reasons thereof.

Additional General Manager Finance –III
DFCCIL/HQ
Ph. 011-23454788

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 phase and for construction of railway tracks, Land is being acquired by Ministry of Railways under Chapter VI-A of the Indian Railway Act 1989, as modified in 2008, the Land so acquired will be leased to DFCCIL by Ministry of Railways for its use. DFCCIL is also actively associated in the land acquisition process.
- 1.2 DFCCIL intent to solicit the services of a professional consultancy firm, who will take up the audit of disbursements on account of land acquisition as per the Scope of work given in **SECTION IV: SCOPE OF WORK.**
- 1.4 Issuances of bid documents will not automatically mean that such parties are considered qualified. DFCCIL shall not be responsible for loss/delay of any bid in transit.
- 1.5 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.
- 1.6 The set of bid (bid) documents comprises of followings documents and addenda issued, if any :

PART – A

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

PART – B PRICE SCHEDULE

2.0 ELIGIBLE BIDDERS

- 2.1 The invitation of bid is opened to all bidders who are eligible as per the qualifying criteria given below.

2.2 The bidder shall meet the Qualify Criteria set forth to be eligible for the bid as hereunder:

- a) The bidder should be a reputed Professional consultancy firm in practice in India. **Copy of certificate of registration issued by the governing body/Institute be submitted along with the Bid.**
- b) The bidder should have H.Q/branch in Delhi/NCR. **Proof of address of the firm be provided.**
- c) The Firm/Consultants should possess 15 years' experience in the field of Audit/ Taxation and other allied Accounting Services. **Details of experience be provided in Form II Section VI.**
- d) The Firm/Consultants should possess past experience in providing similar work services (i.e. Internal\Statutory\ Other Audit Assignments) for at least two Financial years out of 5 immediately preceding Financial Years in CPSE's. The contact person in the customer organization along with their contact particulars may be provided. **Details of experience be provided in Form II Section VI.**
- e) The firm should have proper staff to deploy teams consisting of 3 members each headed by a qualified Chartered Accountant duly assisted by semi-qualified staff/ Articled clerks/ Paid assistants. The deployment of teams should be in such a manner that teams should work in each corridor simultaneously so as to complete the assignment within stipulated time. Average number of employees (including articled clerk) during the last three years must be more than 25. **A certificate duly signed by authorized signatory of the Firm\Consultant be attached.** Corridor wise list of units is as follows :

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

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

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

- f) The bidder must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the bid, one similar work (i.e. Internal\Statutory\ Other Audit Assignments) for a minimum value of 35% of the estimated bid value. **Copy of letter of Award issued by the client to be submitted as proof along with bid documents.**
- g) The payment/fees received by the bidder in the previous three financial years and the current financial year up to the date of opening of bid shall be at least 150% of the approximate value of the work mentioned in the bid. **Certified true Copy of audited annual accounts to be submitted as a proof along with bid documents.**

h) Each bidder must produce:

(i) The Service Tax registration no., PAN no., Registration certificate issued from the appropriate Govt.\agency for the Firm;

(ii) A declaration that the information furnished with the bid documents is correct in all respects; and

(iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.

2.3 The bidder should have not been banned/de-listed/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** in **Section-VI**.

2.4 The bidder should not have conflict of interest with other bidders. Bidders found to have conflict of interest shall be disqualified.

3.0 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid, including any negotiations with or visits to the Client, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

4.1 Earnest Money Deposit of Rs. 24,420/- (**Rupees Twenty Four Thousand Four Hundred Twenty only**) shall accompany the Bid. The EMD offered shall be in the form of a crossed Bank Draft / Bankers Cheque in favour of DFCCIL payable at Delhi.

4.2 Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Client as non-responsive. The EMD of all unsuccessful Bidders except that of the successful bidders(s) will be discharged/ returned after the award of the contract. The EMD of successful bidders will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.

4.3 The Earnest Money may be forfeited:

a) if the Bidder withdraws the Bid after bid opening or varies any terms & conditions in regard thereto during the period of Bid validity; or

b) if the Bidder adopts corrupt or fraudulent or collusive or coercive practices; or

c) in the case of a successful Bidder, if the Bidder fails within the specified time limit i) to sign the Agreement; and/or ii) Furnish the required Performance Security Deposit; or iii) refuses to enter into a contract after being awarded

the contract or does not commence work within stipulated time after the award.

5.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

5.1 The bidder shall quote rates in '**Part-B - Price schedule**', for the entire **Scope of work as detailed out in CLAUSE 1.0 of "Section IV – Scope of Work"**. Bids based on a system of pricing other than that specified shall be rejected. The bid prices shall be in Indian rupees only. Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure. All information in the bid shall be in English. Failure to comply with these requirements will render the bid liable for rejection.

5.2 The bidder is required to quote **LUMPSUM PRICE** for entire **Scope of work as detailed out in CLAUSE 1.0 of "Section IV – Scope of Work"**. in the **Price 'Part-B - Price schedule'**. The quoted Lumpsum price shall be inclusive of Professional Charges\Audit Fee, expenses on travelling, boarding and lodging etc. No additional payment will be admissible on any account. However, service tax on fees as applicable shall be paid extra.

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 bid 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 bid specification and all terms and conditions of contract. No deviation shall be entertained.

9.0 SUBMISSION OF BIDS

All bids shall be submitted in two parts i.e. Technical Bid and Financial Bid each enclosed in "separate envelop in sealed cover" in one packet only which should be superscribed as "Audit of Disbursement of Land Compensation for FY 2014-15 & FY 2015-16" NIB No., Date of Opening and addressed to the Addl. General Manager/Finance-III, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001,

and dropped in the Bid/Tender Box kept in the Corporate Office of DFCCIL latest by 15.00 hrs on **26.02.2016** positively. **The bid should include the original bid documents duly signed and stamped.** The Bid received late or after the prescribed due date and time of receipt as mentioned in NIT will not be entertained. DFCCIL will not be responsible for any postal delay.

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

10.0 OPENING OF BIDS

The Bid received will be **opened at 15:30 hrs on 26.02.2016** in the presence of the authorized representative of the Bidder, if any. The tenderer shall sign at the bottom right hand corner of every page of the tender documents in token of acceptance of DFCCIL's conditions.

Tender opening will be done by a nominated Opening Committee of DFCCIL. While opening the Tender, it will also be confirmed whether Tender Security and Tender Document cost, has already been submitted by the tenderer or not. The tender submitted by those tenderer who have not submitted the required Tender Security and Tender Document cost, as detailed above in clause 4.0 and clause I (VII) of NIT, may not be considered for opening.

Firstly Technical Bids will be opened in the presence of bidders or their representatives who choose to attend on date & time as mentioned in tender document. Technical bids will be evaluated by the Client and if the submitted documents do not meet the tender requirements then the Financial Bid of the said bidder may not be considered for further processing.

The Financial Bid will be opened on a subsequent date after evaluation of Technical Bids. Financial Bid of all technically qualified bidders who qualifies the Technical Evaluation will be opened on the date and time intimated to all such bidders separately.

11.0 BID VALIDITY

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

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

12.0 ALTERNATIVE PROPOSALS BY BIDDERS

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

13.0 CORRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES

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

14.0 BID EVALUATION CRITERIA

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

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

14.3 **Method of selection:** Quality and Cost Based system (QCBS).

In the case of Quality and Cost Based system (QCBS), the bidder is required to submit technical bid and simultaneously the financial bid, but in separate envelopes. In first round, evaluation of qualifying criteria is completed. Those consultants whose proposals did not meet the minimum qualifying criteria or were considered non-responsive are ignored. The consultants who have successfully satisfied the qualifying criteria are invited to participate in the financial bids on the date and time intimated to all such bidders separately. The least cost proposal (L-1) is considered for award of contract.

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SECTION III: GENERAL TERMS AND CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITION OF TERMS

- 1.1 "Contract Documents" shall mean this bid document and minutes of clarifications to the extent they have been accepted by DFCCIL prior to the award of the contract and Contract Agreement. A Performa of the agreement to be executed between DFCCIL and the Firm/Consultant is given in **FORM VII in Section VI**.
- 1.2 "Contract Price" is a Lump Sum amount as stated in Letter of Award.
- 1.3 "Client" shall mean the DFCCIL.
- 1.4 "Firm/Consultant" shall mean the bidder whose bid will be accepted by DFCCIL and shall include such successful bidder's legal representatives, successors and permitted assigns, from time to time for the purpose of the contract.
- 1.5 "Letter of Award (LOA)" shall mean the official notice issued by the DFCCIL notifying the Firm/Consultant that his proposal has been accepted.
- 1.6 "NCR Area" means Gurgaon, Delhi, Noida, Greater Noida, Ghaziabad and Faridabad.
- 1.7 "Officer in Charge" shall mean DFCCIL officer dealing with the Performance and operations of the contract.

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 bid conditions.

3.0 AWARD OF CONTRACT

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

- 3.2 DFCCIL reserves the right of rejecting/accepting either the whole or any part of the proposal. The Firm/Consultant shall be fully responsible and shall be bound to perform the job allocated to him at his quoted rates and terms and conditions that have been accepted by Firm/Consultant.
- 3.3 DFCCIL reserves the right to assess bidder's capability and capacity to perform the contract from other sources, should the circumstances warrant such assessment in its overall interest.

4.0 EFFECT AND JURISDICTION OF CONTRACT

- 4.1 The contract shall be considered as having come into force from the date of start of work as mentioned in the Letter of Acceptance\Award (LOA) issued by DFCCIL.
- 4.2 The laws applicable to this contract shall be the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

5.0 DURATION OF CONTRACT

- 5.1 The duration of the contract for work to be undertaken by the Firm/Consultant is **90 (Ninety) Days** from the date of start of work as mentioned in the Letter of Acceptance\Award (LOA) issued by DFCCIL. The audit will be completed on submission and discussion of Final Report..

6.0 CONTRACT PERFORMANCE GUARANTEE

- 6.1 Security deposit of 5% of CONTRACT VALUE will be recovered @ 10% from each running bill of successful bidder till the total security deposit amount available is 5% of the contract value. No other mode of Bank Guarantee or FDR shall be accepted as security deposit. The amount of security deposit will be retained till the 60 days period after the completion of contract. EMD of the successful bidder shall be retained by DFCCIL and will be adjusted as a part of total security deposit.
- 6.2 On acceptance of tender the successful bidder shall have to submit Performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favor of DFCCIL, New Delhi. The Performance guarantee will be furnished after LOA has been issued but before signing of agreement and should be valid up to three months beyond expiry of the completion period. The agreement should normally be signed within 15 days after issue of LOA and same should be submitted within this time limit.
- 6.3 The Security deposit and Performance guarantee is intended to secure the satisfactory Performance of the entire contract. Failure to faithfully perform and carry out the various activities within the time period defined in the contract may result in invoking either whole or part of the Security deposit and\ or Performance guarantee. However, it is not to be construed as limiting the recoverable under the contract.

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

7.0 TERMINATION OF CONTRACT

- 7.1 If at any time the Firm/Consultant makes any default in proceeding with the work with due diligence and continues to do so even after the notice in writing is served on him or commits any default in complying with any of the terms and conditions even after the notice in writing is given on that behalf by the Officer-in-charge. DFCCIL may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to DFCCIL by written notice, terminate the contract as a whole or a part of the Contract.
- 7.2 Where the Firm / Consultant breaches this Agreement, The Client may terminate this Contract and forfeit the performance security deposit, by not less than thirty (30) days' written notice of termination to the Firm / Consultants.
- 7.3 Further, the Firm will be debarred from getting, in future assignments in DFCCIL in the following cases:
- a) If the Firm obtains the appointment on the basis of false information/false statement at the time of submission of application/documents.
 - b) The Firm is found to have sub-contracted the work.
 - c) If the Firm does not take up consultancy services in terms of the appointment letter.
 - d) If the Firm does not submit the Report, complete in all respect, in terms of the appointment.

8.0 TAXES, DUTIES, LEVIES ETC.

- 8.1 The Bidders shall be registered with the Commissioner of Central Excise for the purpose of service -tax and **shall furnish a copy of the Registration Certificate along with the bid documents.** Firm/Consultant shall pay all income-tax, surcharge on Income Tax and any other tax. Further, the Firm/Consultant shall be liable and fully responsible for payment of all Indian duties, levies, service tax, VAT and any other taxes attracted/assessed on them under the provisions of the Indian laws. DFCCIL shall not bear any tax liability under any circumstances whatsoever. DFCCIL shall deduct income tax or any other tax at source from all the payments to be made to the Firm/Consultant in accordance with the provision of Indian tax laws, as applicable from time to time, and deposit the same to the concerned Govt. Authorities. Documentary evidence towards having paid the taxes to the Govt. shall have to be produced by the Firm/Consultant, if so required by DFCCIL.

9.0 EXTENSION OF TIME

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

10.0 FORCE MAJEURE

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

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

11.0 SUSPENSION OF WORK

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

12.0 PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK

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

13.0 OBLIGATIONS OF THE FIRM / CONSULTANT

13.1 The Firm / Consultants shall perform the Services set out in the scope of work in accordance with the timetable set out in Special Conditions of Contract (SCC). 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.

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

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

14.0 INSURANCE TO BE TAKEN OUT BY THE FIRM / CONSULTANT

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

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

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

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

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

17.0 OBLIGATIONS OF THE CLIENT

17.1 The Client shall provide necessary space and information/ inputs required to fulfill the Firm / Consultant's obligation under the scope of work.

18.0 DURATION OF LIABILITY

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

19.0 VARIATIONS

19.1 The Client may order a Variation to the Services, in writing, or may ask the Firm / Consultant to propose a Variation to the Services, the impact of which on the cost, programme and completion date for the Services shall be agreed as stated above in **Clause 13.0**.

19.2 Where the Firm / Consultant notifies the Client under **clause 13.0** that any direction or circumstance should be treated as a Variation, the Client shall as soon as practicable after receiving such notice, but within 30 Working Days, notify the Firm / Consultant in writing whether or not it considers the direction or other circumstances to be a Variation.

19.3 If the Client does not consider the direction or other circumstance to be a Variation then the Client and Firm / Consultant shall attempt to resolve the matter as soon as practicable, and if a Variation entitlement is agreed, proceed as in **Sub-clause 19.4**.

19.4 The Client and the Firm / Consultant shall agree, in writing, the value of the Variation and its impact on the programme and completion date for the Services, or the mechanism under which the value and impact on the programme and completion date for the Services will be derived.

19.5 Where practicable the value of the Variation and impact on the programme and completion date for the Services shall be agreed between the parties prior to the Variation works progressing.

19.6 In the event that the Parties are unable to reach agreement on the value and impact on the programme and completion date for the Services, the matter shall be treated as a dispute and resolved in accordance with **clause 24.0**. Under no circumstances, the Firm / Consultant shall suspend the work on account of non-settlement of issues between the parties (i.e. Client & Firm / Consultant).

20.0 PAYMENT TO THE FIRM / CONSULTANT

20.1 The Firm / Consultant's total remuneration shall not exceed the Contract Price and will be released in accordance with the **Clause 4.0-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.

21.0 LIQUIDATED DAMAGES

21.1 If the Firm / Consultant fails to comply with the Time for completion for the whole 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) of 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.

22.0 CONFLICT OF INTEREST.

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

23.0 DEFENCE OF SUITS

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

24.0 SETTLEMENT OF DISPUTES

- 24.1 A notice of the existence of any dispute or difference in connection with this Contract, shall be served by either party within 30 days from the date of existence of such dispute or difference or after the attempt by the parties to the Contract for amicable settlement as per clause 24.2 has failed, whichever is later, failing which all rights and claims under this Contract shall be deemed to have been forfeited and absolutely barred.
- 24.2 No dispute or difference arising between the parties relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably.
- 24.3 Notwithstanding any dispute between the parties, the Firm/Consultant shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.
- 24.4 All questions, disputes or differences arising between the Firm / Consultant and the Client, in relation to or in connection with the Contract shall be referred to arbitration in the manner provided as hereunder:
- 24.4.1 On receipt of such notice, the Client shall send to the Firm / Consultant a panel of three persons and thereafter the Firm / Consultant within fifteen (15) days of receipt of such panel, communicate to the Client the name of one of the persons from such panel and such a person shall then be appointed as Sole Arbitrator by the Officer-in-Charge of the Client.
- 24.4.2 Provided that if the Firm / Consultant fails to communicate the selection of a name out of the panel so forwarded to him by the Client then after the expiry of the aforesaid stipulated period, the Officer-in Charge shall without delay select one person from the aforesaid panel and appoint him as the Sole Arbitrator.
- 24.4.3 The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Client shall appoint another person to act as Sole Arbitrator in the same manner as provided in clause 24.4.1 & 24.4.2 herein above. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 24.4.4 Dispute or difference shall be settled in accordance with the Arbitration and conciliation Act, 1996.
- 24.4.5 The language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The arbitrator award shall be written speaking award.
- 24.4.6 The cost and expenses of Arbitration proceedings, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself. Fee of the sole arbitrator

including clerkage charges & TA/DA if applicable shall be equally borne by the client and the Firm/ consultant.

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

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SECTION IV: SCOPE OF WORK

1.0 Scope of Work

1.1 Scope of Work: Audit of Disbursement of Land Compensation.

A. ACTION TAKEN REPORT

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

B. FUNDS MANAGEMENT

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

C. PAYMENTS & OPERATION OF BANK ACCOUNT

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

D. BANK RECONCILIATION & ACCOUNTING OF STALE CHEQUES

1. Verification of Monthly Bank Reconciliation Statement (BRS) of each SLAO Bank Account.

2. Account wise BRS as on 31.3.2015 & 31.03.2016 is to be attached with audit report;
3. Pending items in BRS for more than 3 months;
4. To Comment on the adequacy of bank reconciliation and to confirm whether reconciliation is done on monthly basis;
5. To Confirm and report, is there any accounting for Stale Cheque and any mechanism for appraising the bank about such cheques?
6. To Verify Closing Balances of each SLAO's Bank Account as on 31.03.2015 & 31.03.2016. Interest Certificate & TDS Certificate of each SLAO's Bank Account as on 31.03.2015 & 31.03.2016 is to be attached with the Audit Report.

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

1. To verify and comment up on the procedures of payment for land acquisition starting with identification of awardees as per the declaration given by the competent authority and of physical identification of standing crops, resettlement & rehabilitation assistance, structures & standing trees, for which the payment is made. Also verify and comment on the procedure for payment of R&R, wherever applicable. To verify and comment on the compliances of Income Tax Act, 1961 (TDS Provisions) on acquisition of Land.
2. Whether cheques distributed and amount disbursed on account of cost of compensation of land acquisition have been appropriately accounted for and are backed by the proper documents e.g. if the payment is made for the standing crops or resettlement & rehabilitation assistance, structures & standing trees, there is adequate documents available for needful validation.
3. To check the land awards with reference to the notified rates;
4. To check the R&R awards with reference to the notified R&R compensations
5. To confirm that all payments have been made with reference to the documentation for land acquisition i.e. Form 11 and Land Awards;
6. Verification and report of undernoted instances :
 - a) Accountal of the cheques issued to PAPs but not en-cashed;
 - b) Award declared but PAPs are not accepting the payment,
 - c) Land payment has been made but R&R payment has not been made.
 - d) Compensation amount has been increased due to arbitration or court decision.
7. Details of funds locked in due to legal issues such as:
 - a) Money deposited in treasury of the State Government;
 - b) Land Award amount deposited in courts;
 - c) Money Frozen due to stay by court order;
 - d) Funds embroiled due to Arbitration Awards.
8. To comment upon the complete procedure being followed by each SLAO for declaration and disbursement of awards along with its accounting vis-à-vis the extant guidelines.

F. SUGGESTIONS:

1. To comment on holding of funds in SLAO account beyond requirement.
2. To make suggestion with regard to improving the accounting of the award declaration and its disbursement;

3. To suggest/draw a format for Monthly Progress Report (MPR) for all awards, funds receipt, payments, and balances for each SLAO accounts and its consolidation at Chief Project Manager (CPM) and Corporate Office level.

2.0 **Period of Audit** : Period to be covered during the audit shall be from 01-04-2014 to 31.03.2016.

3.0 The unit wise details of approximate number of transactions, amount disbursed and number of bank accounts for the FY 2014-15 & FY 2015-16 is enclosed at Annexure "B" and Annexure "C" respectively.

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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 REPORTING

Selected firm\consultant is required to submit unit wise draft report after preliminary discussions with the concerned CPM, which will be further discussed by the firm\consultant with Officer-in-charge at Corporate Office. Subsequently a Final report of all the Units shall be submitted in accordance with the scope of work as detailed in **Section IV : Scope of Work**.

2.0 Manpower Deployment :

- 2.1 The firm should have proper staff to deploy teams consisting of 3 members each headed by a qualified Chartered Accountant duly assisted by semi-qualified staff/ Articled clerks/ Paid assistants. The deployment of teams should be in such a manner that teams should work in each corridor simultaneously so as to complete the assignment within stipulated time. Average number of employees (including articled clerk) during the last three years must be more than 25. **A certificate duly signed by authorized signatory of the Firm\Consultant be attached.** The consultant shall intimate the deployment of staff at the initiation of the work.
- 2.2 The firm shall provide the audit schedule well in advance (at least one week before start of audit) for proper arrangements for audit.
- 2.3 The consultant shall identify a Project Leader having minimum 10 year experience in similar work, to act as focal point for all interactions with DFCCIL throughout the entire period of assignment. The work of the teams shall be reviewed by the Project leader.
- 2.4 Except as the Client may otherwise agree, no changes shall be made in the Personnel deployed. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualification and experience, subject to the approval of the client.
- 2.5 Should DFCCIL feel that the conduct/performance of any of Consultant's personnel is detrimental to DFCCIL's interest, DFCCIL shall have the unqualified right to request for the removal of such personnel either for incompetence, unreliability, misbehavior or security reasons, etc. The Consultant shall comply with any such request to remove such personnel at Consultant's expense unconditionally. The Consultant will be allowed a maximum of 5 working days to replace the personnel by competent qualified personnel at Consultant's cost. Decision of DFCCIL in this regard shall be final and binding on the Consultant.
- 2.6 The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

3.0 Project Completion Schedule

- 3.1 The assignment shall commence from the date of start of work as mentioned in the LOA and to be completed within 90 days. Time-schedule of deliverables shall be as under:

KD	Deliverables	Scheduled Completion date
I	Submission of draft report of all the units of Western Corridor to Corporate Office after preliminary discussions with respective CPM.	60 days from date of start of work.
II	Submission of draft report of all the units of Eastern Corridor to Corporate Office after preliminary discussions with respective CPM.	60 days from date of start of work.
III	Submission & Discussion of final report	90 days from date of start of work.

4.0 Payment Terms and Conditions

- 4.1 The price as per PRICE BID of **PART – B PRICE SCHEDULE** for the entire Scope of Work **SECTION IV : Scope of Work** shall remain “**FIRM**” in all respects till the completion of the contract.
- 4.2 The quoted price shall include all taxes, duties & levies (including applicable Service Tax), professional tax, insurance charges, license fees, etc. as applicable 28 days prior to the scheduled date for submission of bid. The quoted prices shall be deemed to cover the full scope of work as aforesaid, including overhead and profits. The bid price shall include all man-day charges including deputation, equipment charges, travel expenses, administrative charges, documentation charges and any other incidental charges directly or indirectly for successful completion of the work. The bidder shall indicate the rate and amount of service tax, separately in the **PART – B PRICE SCHEDULE**.
- However, Statutory variations, after the date 28 days prior to the schedule date for submission of bid, in taxes, duties and levies by the Govt. during the execution of the assignment will be adjusted/reimbursed against production of documentary evidence.
- 4.3 DFCCIL shall pay to the Consultant the amounts claimed pursuant to this Contract after completion of deliverables as per **schedule of payments clause 4.6** below on receipt of invoice.

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

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

The Firm/Consultant shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type (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.

- 4.4 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 and deliverables to the satisfaction of Officer-in-Charge as per the provisions of the contract. The Consultant shall submit the Final bill within 30 calendar days of the submission of final recommendation along with all deliverables to Officer-in-Charge. 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.
- 4.5 Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
- 4.6 **Schedule of Payments**

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

KD	Deliverables	Percentage of Contract Price
I	Submission of draft report of all the units of Western Corridor to Corporate Office after preliminary discussions with respective CPM.	35%
II	Submission of draft report of all the units of Eastern Corridor to Corporate Office after preliminary discussions with respective CPM.	35%
III	Submission & Discussion of final report	30%

5.0 Sub-Contracting

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

6.0 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 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.

7.0 Coordination

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

8.0 LIQUIDATED DAMAGES FOR DELAY

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

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SECTION VI: BID FORMS AND ANNEXURES

FORM I

BID FORM

To

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

Sub: Proposal for the work “Audit of Disbursement of Land Compensation for FY 2014-15 & FY 2015-16”

Dear Sir,

1. I / We, hereinafter called “The Bidder”, have read and examined the following Bid documents relating to the work " Audit of Disbursement of Land Compensation for FY 2014-15 & FY 2015-16”:

PART – A

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

PART – B

PRICE SCHEDULE

2. I / We hereby bid for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in “**PART B – Price Schedule**” 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 bid for acceptance for a period of 90 Days from the date of opening of bid. I/We hereby further undertake that during the said period I/We shall not vary/alter or revoke my/our bid.
4. A sum of Rs. 24,420/- (Rupees Twenty Four Thousand Four Hundred Twenty only) is hereby enclosed in form of Demand Draft/ Banker Cheque issued by a

Nationalized or Scheduled Bank in India as Earnest Money. I/We agree that if I/we fail to keep the validity of bid 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 bid 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 bid, 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 bid be accepted, I/we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned bid documents.
6. I/We certify that the Bid 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 Bid 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 Bid on behalf of the Bidder along with seal of bidder)

Name _____
Signature _____ Designation _____
Date _____ Name of Bidder _____

DETAILS OF THE BIDDER

Name of the Work: "Audit of Disbursement of Land Compensation for FY 2014-15 & FY 2015-16":

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

Head Office:

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

Branch Office 1

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

Branch Office 2

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

Branch Office 3

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

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

5. Details of Experience in similar work i.e. Internal\Statutory\ Other Audit Assignments :

Sl. No.	Name of the Company/Unit (with address of organization & telephone no. of the contact person)	Period	Nature of Work relating to Internal\Statutory\ Other Audit Assignments
1.			
2.			
3.			

6. Details of Experience in similar work i.e. Internal\Statutory\ Other Audit Assignments for at least two Financial Years out of 5 immediately preceding Financial Years in CPSE's :

Sl. No.	Name of the Company/Unit (with address of organization & telephone no. of the contact person)	Period	Nature of Work relating to Internal\Statutory\ Other Audit Assignments
1.			
2.			
3.			

7. Income Tax PAN No. of the Firm:

8. Service Tax Registration No. :

Signature of Authorized Signatory
Name & Seal of the Firm/Consultant.

FORM OF DECLARATION

Name of the Work: " Audit of Disbursement of Land Compensation for FY 2014-15 & FY 2015-16”:

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

DO HEREBY DECLARE THAT:

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

For and on behalf of the Bidder

Dated:

Sd/-
(To be Signed by Power of Attorney Holder)

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

Name of the Work: " Audit of Disbursement of Land Compensation for FY 2014-15 & FY 2015-16":

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)

ECS –FORM
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO BIDDER THROUGH CREDIT CLEARING MECHANISM)

Name of the Work: " Audit of Disbursement of Land Compensation for FY 2014-15 & FY 2015-16":

1. BIDDER’S NAME : _____
Address : _____

Phone/Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT OF BIDDER:

A. BANK NAME : _____
B. BRANCH NAME : _____
Address : _____
Telephone No. : _____

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

D. ACCOUNT TYPE

(S.B. Account/Current Account or
Cash Credit with Code 10/11/13) : _____

E. ACCOUNT NUMBER

(As appearing on the Cheque Book) : _____

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

Date:

(.....)
Signature of the Bidder

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

(Bank’s Stamp)

Date:

(.....)
Signature of the Authorized
Official from the Bank

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No.: _____

Dated: _____

To,

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

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

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

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

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

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

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

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

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

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

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

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

Provided always that we _____ (name of bank) unconditionally undertakes to renew this 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.

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

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

The expressions "the client", "the Bank" and "the Firm/Consultant" hereinbefore used shall include their respective successors and assigns.

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

Notwithstanding anything to the contrary contained hereinbefore:

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

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

Bank Seal
seal

Signature of Bank Authorized Official with

Name: _____

Designation:

Address: _____

Witness:

1. Name : _____

Designation: _____

Address: _____

2. Name : _____

Designation: _____

Address: _____

CONTRACT AGREEMENT

Name of the Work: " Audit of Disbursement of Land Compensation for FY 2014-15 & FY 2015-16"

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

and, on the other hand,

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

WHEREAS

- (a) the 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 as referred to in clause 1.6 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, service tax 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)

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

For and on behalf of “Firm/Consultant”

Partner

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

CHECKLIST

Bidders Name:

SN	Items Description	Reference	Enclosed
1.	Bid Form in original (duly signed & stamped)	Form I of Section VI	YES/NO
2.	Details of Bidder in Form II	Form-II of Section VI	YES/NO
3.	Duly signed Form III	Section VI read with Clause 3 (h) of NIT and clause 2.2(h) of ITB	YES/NO
4.	Duly signed Form IV	Section VI read with Clause 4 of NIT and clause 2.3 of ITB	YES/NO
5.	Duly filled Form V	Clause 4.3 of Section V	YES/NO
6.	Firm certificate of registration issued by the Governing Body / Institute and copy of partnership deed.	Clause 3 (a) of NIT and Clause 2.2 (a) of ITB	YES/NO
7.	Proof of registered address of the firm.	Clause 3 (b) of NIT and Clause 2.2 (b) of ITB	YES/NO
8.	Copy of letter of Award issued by the client to be submitted as proof of satisfactory completion of one similar work	Clause 3 (f) of NIT and Clause 2.2(f) of ITB	YES/NO
9.	Certified true Copy of audited annual accounts to be submitted as a proof of Payment/ Fees received	Clause 3 (g) of NIT and Clause 2.2 (g) of ITB	YES/NO
10.	Other certificates	Clause 3 (h) of NIT and Clause 2.2 (h) of ITB	YES/NO
11.	EMD / Bid Security	Clause 4.0 of ITB	YES/NO
12.	Authorization letter in favour of person signing the bid documents	Clause 6.0 of ITB	YES/NO
13.	Registration Certificate of Service Tax	GCC Clause 8.1	YES/NO
14.	Price Schedule	Part B read with clause 5.0 of ITB	YES/NO
15.	Complete bid document duly signed by bidder	Clause 9.0 of ITB	YES/NO

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

*The Bid documents should be serially numbered and properly indexed

Details of Land Acquisition and award of Compensation w.e.f. 01.04.2014 to 31.03.2015

S. No.	Name of the Unit	Total No. of Bank Transactions (Approx.)	Total Money Deposited in Bank (In Crores of Rs.)	Total Money Disbursed (In Crores of Rs.)	Number of Bank Accounts as on 31.12.2015
1	Vadodara	460	14.00	18.42	6
2	Surat	291	58.62	45.32	3
3	Ahmedabad	728	36.45	103.14	7
4	Ajmer	895	5.00	9.87	12
5	Jaipur	291	0.63	1.57	11
6	Kanpur	3635	120.40	49.97	4
7	Mughalsarai	542	7.84	18.56	3
8	Allahabad (East)	5762	24.25	48.78	5
9	Allahabad (West)	6853	5.00	35.21	7
10	Noida	45000	625.53	311.82	9
11	Mumbai	520	0.00	44.89	3
12	Ludhiana	1922	59.80	59.42	6
13	Kolkata	15	25.50	2.50	5
14	Meerut	3864	46.63	88.33	7
15	HO, Delhi	50	967.87	942.67	1
	Total	70828	1997.52	1780.47	89

Annexure "C"

Details of Land Acquisition and award of Compensation w.e.f. 01.04.2015 to 31.12.2016

S. No.	Name of the Unit	Total No. of Bank Transactions (Approx.)	Total Money Deposited in Bank (In Crores of Rs.)	Total Money Disbursed (In Crores of Rs.)	Number of Bank Accounts as on 31.03.2015
1	Vadodara	744	33.00	45.76	6
2	Surat	166	70.00	16.06	3
3	Ahmedabad	828	319.30	218.20	7
4	Ajmer	231	5.00	16.30	12
5	Jaipur	93	0.00	1.05	11
6	Kanpur	4400	10.00	63.18	4
7	Mughalsarai	856	13.19	23.61	3
8	Allahabad (East)	7764	42.50	46.28	3
9	Allahabad (West)	3439	3.00	9.71	7
10	Noida	48000	270.50	321.10	9
11	Mumbai	520	0.00	43.77	3
12	Ludhiana	1579	13.00	45.04	6
13	Kolkata	15	25.50	2.50	5
14	Meerut	7901	57.87	119.96	7
15	HO, Delhi	61	2769.36	2479.00	1
	Total	76597	3632.22	3451.52	87

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

FINANCE DEPARTMENT

INVITATION TO BID

Name of Work:
Audit of Disbursement of Land Compensation for FY 2014-15
& FY 2015-16

PART - B (PRICE SCHEDULE)

Bid No. : HQ/F&AC/Land Audit/2015

January 2016

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

PRICE SCHEDULE

The bidder is required to quote **LUMPSUM** Price for the **entire scope of Work as per Section IV: Scope of Work.**

Name of work: Name of the Work: “Audit of Disbursement of Land Compensation for FY 2014-15 & FY 2015-16”.

Schedule of quantity and prices

S.No	Description	Quantity	Amount (INR) (In figures)	Amount (INR) (In Words)
1	Fee for Audit of Disbursement of Land Compensation	Lump sum		
	TOTAL BID PRICE			

Service tax on fees at applicable rates shall be paid extra.

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