

Corrigendum No 05

Date: 26.08.2019

1. The modification in some clauses of the Bid documents vide tender no **BRC/EN/TENDER/ROB/LC08/227** (uploaded on e-tendering website www.tenderwizard.com/DFCCIL on date 17.08.2019) of various schedules are as under:

S.No	Clause No. & Page	Earlier	Modified
1.	Clause no.20.1 of Chapter General Part. I of Page no. 7 of 457	Sr.no. 8 : Any other supporting document as required	Replace Sr no8 as under Sr.no.8: Pre-Contract integrity pact as per Part-I, Chapter-IV(B) – form no 24 (Pre Contract Integrity Pact format at page 109 to 116 has been replaced by form no 24)
			Add additional para: Sr.no.9: Any other supporting document as required.
2	Clause no.1.3.2.C (8) of Chapter. III Part. I of Page no. 23 of 457	Sr.no. 8 : Any other supporting document as required	Replace Sr no8 as under Sr.no.8: Pre-Contract integrity pact as per Part-I, Chapter-IV(B) – form no 24 (Pre-Contract Integrity Pact format at page 109 to 116 has been replaced by form no 24)
			Add additional para: Sr.no.9: Any other supporting document as required.
3	Clause no.1.3.4.15 (p) of Chapter. III Part. I of Page no. 29 of 457	Sr.no (p) : All above documents completed in all and dully signed each and every page.	Replace Sr no. (p) as under Sr.no. (p): Pre-Contract integrity pact as per Part-I, Chapter-IV(B) – form no 24 (Pre-Contract Integrity Pact format at page 109 to 116 has been replaced by form no 24)
			Add additional para: Sr.no. (q): All above documents completed in all and dully signed each and every page.



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डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

भारत सरकार (रेल मंत्रालय) का उपक्रम

Dedicated Freight Corridor Corporation of India Ltd.

A Govt. of India (Ministry of Railways) Enterprise

4.	Clause no.1.3.24 of Chapter. III Part. I of Page no. 43 of 457		The Pre contract agreement as per Part. I Chapter. IV B format at page 109 to 116 has been replaced by form no 24 (attached with this corrigendum) shall be duly filled & submitted by the bidder along with technical bid (as mentioned in clause 20.1.8 of chapter general Pt-I and clause 1.3.2 (C) (8) & 1.3.4.15 (p) of Chapter. III Part. I.)
5.	Clause no.65.12 of Chapter. IV Part. I of Page no. 103 of 457	First Sentence of para : On issue of LOA(Letter of Acceptance), an agreement among the members of JV firm (to whom the work is awarded) shall be executed and got registered before the Registrar of the companies under "Companies Act-2011" (incase of company) or before the Registrar/Sub-Registrar under "Registration Act,1908" (in case of partnership firms) or under "LLP ACT, 2008"(incase of LLP).	First Sentence of para : On issue of LOA(Letter of Acceptance), an agreement (i.e. JV Agreement as per form no 10 of Part-IV-Chapter -II, page 397 of Bid document) among the members of JV firm (to whom the work is awarded) shall be executed and got registered before the Registrar of the companies under "Companies Act-2011" (incase of company) or before the Registrar/Sub-Registrar under "Registration Act,1908" (in case of partnership firms) or under "LLP ACT, 2008"(incase of LLP).
6.	Clause no.1.4.1 of Chapter. IV (B) Part. I of Page no. 109 of 457	Pre-Contract Integrity pact Format as Annexure-I (page no. 109 to 116 of tender document)	Pre-Contract Integrity pact Part. I chapter-IV (B) format as Annexure-I (page no. 109 to 116) shall be replaced by the form no. 24 and the format is attached below. Form no 24 : Pre-Contract Integrity Pact is added at Part-IV-Chapter -II, page 377 of Bid documents.
7.	Add Clause 7.8 in Chapter.VI Part. I of Page no. 144 of 457		7.8 Travelling expenses to Site Engineer under this clause will be reimbursed by DFCCIL on actual basis & will be recovered from contractor's bill.

(Signature)
26/8/2019

Replace the PART-I, CHAPTER IV (B)- Annexure-I (page 109 to 116) by the Form no 24

The bidder has to submitted pre-contract integrity pact along with his Bid submission as per form no 24 mentioned as below.

Form No.24

PRE-CONTRACT INTEGRITY PACT

Between

Dedicated Freight Corridor Corporation Of India Limited (DFCCIL) hereinafter referred to as **"The Principal"**,

and

_____ hereinafter referred to as **"The Bidder/ Contractor"**

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/ s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.

[Signature]
26/8/2019

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
 - e) The Bidder(s)/ Contractor(s) will, when presenting their bid or pre-contract negotiation before signing the contract, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned for Banning of business dealings in the DFCCIL Vigilance Manual.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD, DFCCIL
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD, DFCCIL and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to

discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the MD, DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the MD, DFCCIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD, DFCCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.

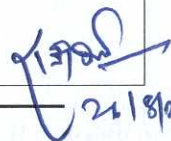
Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD of DFCCIL.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.


21/8/2010

5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
7. The action stipulated in this integrity pack is without prejudice to any other legal action that may follow in accordance with provisions of extent law enforce relating to civil or criminal proceedings.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office seal)

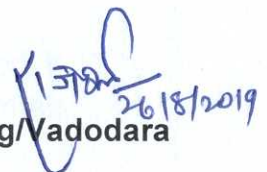
Place: _____

Date: _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

2. The Revised GAD (For ROB at LC -08 approaches and railway portion both Drawing nos WDFC/CGM/BRC/LC_ NO_08/ RAILWAY PORTION (R3) and WDFC/CGM/BRC/LC_ NO_08/ APPROACH PORTION (R1) is also uploaded vide this corrigendum.


PM/Engg/Vadodara