



Tender No. MGS/EN/RFO-RUB-FOB/DRG-Design/315

For

Name of work: Consultancy Services for verification of final Location Survey (FLS), Preparation of GAD; Preparation of Detailed Drawings and Designs for Foundation, Sub-structure & Super-Structure of Obligatory Spans, Viaduct Spans, Approaches in retaining wall and filled-up soils including bridges on canals/rivers and road crossings etc. in approaches and all allied structures; Conducting Geotechnical and Hydrological Investigations for Construction of two numbers Rail Flyover (RFO) near Sasaram and Pt. Deen Dayal Upadhyay (DDU) Stations in connection with construction of Eastern Dedicated Freight Corridor.

TENDER DOCUMENT
May' 2020

Employer:
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

Under
MINISTRY OF RAILWAYS

CGM OFFICE
General Manager/CO, DFCCIL
Manas Nagar Railway Colony,
Pt Deen Dayal Upadhyay Nagar (Mughalsarai)
Chandauli -232101, Uttar Pradesh, India

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NOTICE INVITING TENDER

PART - I
Chapter I

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

Tender No. MGS/EN/RFO-RUB-FOB/DRG-Design/315

DATE: 29.05.2020

NOTICE INVITING E-TENDER

National Competitive Bidding

Dear Sir,

1.1 Name of work: Consultancy Services for verification of final Location Survey (FLS), Preparation of GAD; Preparation of Detailed Drawings and Designs for Foundation, Sub-structure & Super-Structure of Obligatory Spans, Viaduct Spans, Approaches in retaining wall and filled-up soils including bridges on canals/rivers and road crossings etc. in approaches and all allied structures; Conducting Geotechnical and Hydrological Investigations for Construction of two numbers Rail Flyover (RFO) near Sasaram and Pt. Deen Dayal Upadhyay (DDU) Stations in connection with construction of Eastern Dedicated Freight Corridor.

1.1.1 General Manager/CO, DFCCIL, Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai) , Chandauli -232101, Uttar Pradesh, India, **invites E-Tenders on Two- Packet system** on prescribed forms from firms / Companies having requisite experience and financial capacity for execution of the following work:

1	TENDER NOTICE No.	MGS/EN/RFO-RUB-FOB/DRG-Design/315 Dated 29.05.2020
a)	Name of Work	Consultancy Services for verification of final Location Survey (FLS), Preparation of GAD; Preparation of Detailed Drawings and Designs for Foundation, Sub-structure & Super-Structure of Obligatory Spans, Viaduct Spans, Approaches in retaining wall and filled-up soils including bridges on canals/rivers and road crossings etc. in approaches and all allied structures; Conducting Geotechnical and Hydrological Investigations for Construction of two numbers Rail Flyover (RFO) near Sasaram and Pt. Deen Dayal Upadhyay (DDU) Stations in connection with construction of Eastern Dedicated Freight Corridor.
b)	Tender Value (Rs.)	Rs.5,36,97,780/-
c)	Earnest Money (Rs.)	Rs. 10,74,000/-
d)	Period of completion	24 months + 24 month DLP
e)	Cost of Tender Documents for each tender	Rs.10,000/- + GST@18%
f)	Tender Processing fee	Rs.7,500/- + GST@18% To be submitted to M/S ITI Ltd through E-payment.
g)	Performance Guarantee	Performance Guarantee (PG) have to be submitted within 21 (twenty one) days from the date of issue of

		Letter Of Acceptance (LOA), amounting to 5% of the contract value in the form as give in clause 3.13 of GCC
h)	Security Deposit	5% of Contract value as given in GCC
i)	Validity of offer	90 days
j)	Address of Communication	General Manager/ CO, DFCCIL Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai) Chandauli -232101, Uttar Pradesh, India Acting through: Ajit Kumar Mishra, IRSE Mobile +91 7897412000 Email: ajitmishra@dfcc.co.in
k)	Date & Time schedule	
	Date & Time of start & submission of filled tender document	E-Tender can be downloaded from 11.00 of 29.05.2020 from www.dfccil.com or www.eprocure.gov.in & www.tenderwizard.com/DFCCIL and can be submitted up to 15.00 hrs of 30.06.2020 on www.tenderwizard.com/DFCCIL
	Date & Time of pre -bid conference	At 11:00 Hrs on 10.06.2020 at General Manager/CO/DDU, DFCCIL Office
	Date & Time of opening of Tender	At 15.30 hrs on 30.06.2020 at General Manager/CO/DDU, DFCCIL Office
l)	E-Tendering Website address as Help desk No.	www.tenderwizard.com/DFCCIL helpdesk no. 011-49424365 or Mob. 8090426426

1.1.2 BANK DETAILS

The Bank Details for depositing EMD and Cost of Tender Document through online is as under:

Name of Bank	Union Bank of India
Name	Dedicated Freight Corridor Corporation of India Limited
A/C No	356101010200796
IFSC Code	UBIN0546836
Branch	Moti Bagh, Branch, New Delhi-110066

2. ELIGIBILITY CRITERIA:

The Minimum Eligibility Criteria is as per Clause 1.2.12 (A & B), of Part I chapter III "Preamble & general instructions to tender of Tender Documents."

3. Tender document is available at DFCCIL website www.dfccil.com or www.eprocure.gov.in & www.tenderwizard.com/DFCCIL. Interested bidders who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer.

4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL's website at least three days in advance of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them.

5. The tender documents should be submitted through online mode in website www.tenderwizard.com/DFCCIL. The offer submitted other than online will not be accepted. Please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (ITB), Section-2 for clarification.

To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password to login www.tenderwizard.com/DFCCIL, which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI Ltd. through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of request of bid. Already registered vendors with M/s. Indian Telephone Industries (ITI) need not pay registration charges. For further details please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (ITB), Section-2 for clarification. Tender shall be submitted as per "Instructions to Bidders (ITB)" forming a part of the tender document.

6. E-Tenders shall be opened online at the address given below at the time and date given in NIT. The tenderer or their representative may attend the tender opening.

Address of Office of the- General Manager/CO, DFCCIL- , Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai), Chandauli -232101, Uttar Pradesh.

7. Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.

8. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.

9. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.

10. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder.

We look forward for your active participation.

For & on behalf of DFCCIL
General Manager/Co/DDU

**GENERAL INFORMATION/ DATA SHEET
&
INSTRUCTIONS TO BIDDERS (ITB)**

Part – I
Chapter – II

GENERAL INFORMATION / DATA SHEET

1	TENDER NOTICE No.	MGS/EN/RFO-RUB-FOB/DRG-Design/315 Dated 29.05.2020
a)	Name of Work	Consultancy Services for verification of final Location Survey (FLS), Preparation of GAD; Preparation of Detailed Drawings and Designs for Foundation, Sub-structure & Super-Structure of Obligatory Spans, Viaduct Spans, Approaches in retaining wall and filled-up soils including bridges on canals/rivers and road crossings etc. in approaches and all allied structures; Conducting Geotechnical and Hydrological Investigations for Construction of two numbers Rail Flyover (RFO) near Sasaram and Pt. Deen Dayal Upadhyay (DDU) Stations in connection with construction of Eastern Dedicated Freight Corridor.
b)	Tender Value (Rs.)	Rs.5,36,97,780/- Excluding GST
c)	Earnest Money (Rs.)	Rs. 10,74,000/- To be deposited through NEFT/RTGS / Demand Draft / Bankers Cheque / FDR as detailed in Para 1.2.7 of Preamble & General Instructions to Tenderers
d)	Period of completion	24 months + 24 month DLP
e)	Cost of Tender Documents for each tender	Rs.10,000/- + GST@18% To be deposited through NEFT/RTGS in the Bank Account as detailed in Para 1.1.2 of Notice Inviting to Tender
f)	Tender Processing fee	Rs.7,500/- + GST@18% To be submitted to M/S ITI Ltd through E-payment.
g)	Performance Guarantee	Performance Guarantee (PG) have to be submitted within 21 (twenty one) days from the date of issue of Letter Of Acceptance (LOA), amounting to 5% of the contract value in the form as give in clause 3.13 of GCC
h)	Security Deposit	5% of Contract value as given in GCC
i)	Validity of offer	90 days
j)	Address of Communication	General Manager/CO, DFCCIL Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai) Chandauli -232101, Uttar Pradesh, India Acting through: Ajit Kumar Mishra, IRSE Mobile +91 7897412000 Email: ajitmishra@dfcc.co.in
k)	Date & Time schedule	
	Date & Time of start	E-Tender can be downloaded from 11.00 of 29.05.2020 from

	& submission of filled tender document	www.dfccil.com or www.eprocure.gov.in & www.tenderwizard.com/DFCCIL and can be submitted up to 15.00 hrs of 30.06.2020 on www.tenderwizard.com/DFCCIL
	Date & Time of Pre - Bid Meeting	At 11:00 Hrs on 10.06.2020 at General Manager/CO/DDU, DFCCIL Office
	Date & Time of opening of Tender	At 15.30 hrs on 30.06.2020 at General Manager/CO/DDU, DFCCIL Office Date and Time of opening of Financial Bid will be intimated later.

PREAMBLE & GENERAL INSTRUCTION TO TENDERERS

PART I
Chapter - III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.1.1 Introduction

(i) General

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a public sector undertaking has been set up under the Indian Companies Act, 1956 for implementation of Dedicated Freight Corridor Project. Government of India is the sole share holder of the DFCCIL.

Ministry of Railways (MOR), Government of India has planned to construct Dedicated Freight Corridor (DFC) covering about 3338 route Kilometres on Eastern and Western Corridors. The coverage of Eastern Corridor is from Ludhiana to Dankuni and Western Corridor is planned from Jawaharlal Nehru Port, Mumbai to Rewari/Tughlakabad/Dadri near Delhi. There will be a linkage between two corridors at Dadri.

(ii) Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839Km long from Dankuni to Ludhiana via Dankuni-Asansole-Dhanbad-Gaya-Sonnagar - Mughalsarai- Allahabad - Kanpur - Tundla- Aligarh - Khurja - Bulandshahr - Meerut -Saharanpur-Ambala-Ludhiana. Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards/cities are congested.

(iii) Scope of work

(a) Sasaram (SSM) Station Yard

At Sasaram Station of Pt Deen Dayal Upadhyay Nagar (erstwhile Mughalsarai) Division of East Central Railway (ECR), a connection for Ara station takes off from the Howrah end of the station yard. DFC tracks which are running parallel to IR tracks from DDU to SEB Section are presently making surface connection. This surface crossings tracks puts a constraint on the swift movement of trains and also creates congestion points for trains. To avoid this, construction of Rail Flyover (RFO) for grade-separated crossing of tracks is financially and operationally beneficial. Keeping this objective in mind an RFO has been planned which will connect Ara-Sasaram line flying over the DFC tracks, IR tracks and connects to Sasaram avoiding surface crossing. This RFO is for running of IR passenger and goods trains with **25T axle** load on electric traction, approx length including approach is 6.5Km. Design consultancy for this RFO is required.

(b) Pt Deen Dayal Upadhyay (DDU) Yard

At DFCCIL station yard at Pt Deen Dayal Upadhyay Nagar (DDU), a connection for dispatch of goods train towards Varanasi / Lucknow is required. A surface crossing for this connection puts severe constraint on the swift movement of trains and also creates congestion points for trains. Keeping this objective in mind an RFO has been planned which will connect a DFC track taking off from UP DFC track flying over the DFC tracks, IR tracks of ECR, IR track of NR and connects to Vyasnagar Station of Northern Railway avoiding surface crossing. This RFO is for running of goods trains with **32.5T axle** load on electric traction, approx length including approach is 8.5Km. Design consultancy for this RFO is required.

The scope of work shall include:

- a. The consultant shall review the preliminary site survey, Plan & Profile, initial alignment which will be provided by DFCCIL and submit a final Plan & Profile, GAD for different structures along the complete alignment.
- b. The Consultant shall conduct Geotechnical Investigation and topographic survey at the selected location and prepare the GAD. This GAD shall be submitted to DFCCIL, who will process for obtaining formal approval of concerned stakeholders. The consultant will provide technical support in approval of GADs by way of addressing queries of stakeholders through emails/letters. After submission of GADs to DFCCIL, joint site visits, meetings/presentations with stakeholders may be required for approval of GADs. After submission of GADs to DFCCIL, Out-station visits (Varanasi, Mughalsarai, Patna/Hajipur, Delhi, Lucknow, and other locations in MGS-SEB section) with stakeholders will be attended by Consultant team on specific advice of DFCCIL and nothing extra will be paid for visits for such meetings. Similarly, meetings attended by Consultant at Delhi/NCR will be deemed to be inclusive of scope of work and nothing extra will be paid for such meetings.
- c. As layout of RFO in railway portion is dependent upon feasibility and layout of approach alignment, after topographical survey, an **Integrated Key Plan** of entire RFO alignment covering railway portion, approaches, take-off and landing arrangements of RFO approaches will be developed and included in GAD. The Technical Requirement for Topographical survey are mentioned in the SCC.
- d. Geotechnical investigation as per codal provisions shall be carried out by drilling boreholes for 40m depth & collecting soil samples from boreholes. Technical requirement for Geotechnical investigations are further spelt out in SCC. After completion of borehole drilling, the Consultant will inform DFCCIL for checking the borehole depth. After checking the borehole depth, the Consultant will plug the boreholes. Till boreholes are plugged, the Consultant will protect the boreholes to avoid any accident/mishap due to drilled borehole.
- e. Geotechnical report will be submitted by the Consultant covering geology and seismicity of area, details of lab test results, borelog details. Based upon field and lab results, the Consultant will work out two options i.e. pile as well open foundation. Justification for adoption of pile foundation will be part of Geotechnical report.
- f. GADs will be prepared on tracing paper and shall be submitted to DFCCIL for signature of all stakeholders. In addition, soft copy will also be submitted to DFCCIL. GADs will be prepared at suitable scale and different portions may be shown at different scales for clarity. DFCCIL will make available the check list as prescribed by ECR and same will be followed for preparation of GAD. **For RFO-SSM RDSO standard superstructure drawings for 25T loading standard shall be followed. For RFO-DDU, 32.5T loading standard shall be followed. As far as possible, RDSO standard superstructure drawings may be followed in DDU RFO also. The GAD prepared by consultant will be the property of DFCCIL.**
- g. After approval of GAD by competent authority (Chief Bridge Engineer of the zonal railway/DFCCIL), DFCCIL shall hand over a copy of approved GAD to the Consultant for preparation of preliminary and detailed design of foundation, substructure, superstructure, including staircase, approach slab (wherever applicable) & Good For Construction drawings (GFC Drawings) and all other drawing as required for construction of obligatory span of RFO and both approaches (viaduct and surface approach).
- h. Checking of design/ drawings submitted by contractor(s) for bearings, Launching schemes, Temporary Arrangement Drawing etc, if any.

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- i. Technical support for getting approval from Railway/CRS including approval of temporary staging and launching scheme.
- j. Designer support during construction of RFO/Viaduct including site visit as per requirement of DFCCIL. This will include modification of design/drawings as and when required.
- k. Consultant shall be responsible till completion of Viaduct/RFOs. Suitable extension of completion period will be provided as and when required.
- l. The Consultant shall prepare the designs in consultation with owner department of structure like canal, road, waterway so that designs are in accordance with their technical requirement.
- m. The Consultant shall prepare and submit of track alignment design for the entire corridor with recommendation and design/drawing of construction of track as per IR/DFC standard.

Tentative List of Drawings/Designs Required (Scope of work):

(A) Railway portion of Rail Fly Over(RFO)- (Obligatory Span)

1. Alignment and field survey:

- (a) An alignment review (Finalization of alignment)
- (b) Proposed Site Survey
- (c) Details of Reference pillars.

2. Obligatory Spans portion:

- (a) Geotechnical Investigation Report for RFO site.

(b) Preliminary GADs

- Key Plans
- Details of proposed viaduct
- Their respective plans, elevation and Section
- Section of proposed embankment
- Details of wing wall, return wall, drop and curtain wall
- Details of bore hole log
- Details of Drainage system
- Details of protection work
- General Notes

(c) Definitive Drawings

- General arrangements
- Location plans, Geometry (Vertical & horizontal) and setting out drawings
- Structural drawings of viaduct
- Layout and details of structural elements
- Slope and earth work
- Access roads and temporary road works
- Catch water and surface drainage
- Existing and proposed utilities
- General notes

(d) As built Drawings

3. Elements of obligatory portion of RFO

- (a) Foundation: -
1. Pile Foundation – Bored cast-in-situ concrete piles capped with Pile Cap
 2. Earthing arrangements (One extra rod to be inserted into pile/ well foundation at each Abutment and Pier location for earthing.
- (b) Substructure: -
1. Piers - RCC Wall type
 2. Pier Cap
 3. Inspection Platform with Ladder
 4. Pedestal for bearing fixing
- (c) Bearing:-
1. Rocker and Roller Bearing (for Steel Girder)
- (d) Miscellaneous:-
1. Retaining wall/ wing wall/ return wall with weep holes.
 2. Boulder packing and Backfilling behind Abutment and Retaining structure.
 3. Drainage Arrangements
 4. Stone Pitching with toe wall
 5. Approaches of RFO
 6. Informatory Sign Board, Name Board etc.
- (e) Completion Drawings:- 1. As built drawings

(B) Viaduct:

1. Alignment and field survey

- (d) An alignment review (Finalization of alignment)
- (e) Proposed Site Survey
- (f) Details of Reference pillars.

2. Viaduct

- (a) Geotechnical Investigation Report for Viaduct site.

- (b) Preliminary GADs

- Key Plans
- Details of proposed viaduct
- Their respective plans, elevation and Section
- Section of proposed embankment
- Details of wing wall, return wall, drop and curtain wall
- Details of bore hole log
- Details of Drainage system
- Details of protection work
- General Notes

- (c) Definitive Drawings

- General arrangements
- Location plans, Geometry (Vertical & horizontal) and setting out drawings
- Structural drawings of viaduct
- Layout and details of structural elements
- Slope and earth work
- Access roads and temporary road works
- Catch water and surface drainage
- Existing and proposed utilities
- General notes

(d) As built Drawings

3. Elements of Viaduct

- (a) Foundation: - recommendation.
1. Pile/Raft/Open Foundation as per design with
 2. Earthling arrangements. (Earthling rod to be inserted below/connected with designated reinforcement).
- (b) Substructure: -
1. Abutments at both ends - Wall type
 2. Intermediate piers with Cap
- (c) Super Structure: -
1. Deck slab (monolithic with Drainage spout/Deck Slab over reinforced steel with drainage.
 2. Bearings
 3. Ballast wall/cable duct
 4. Hand Railing
 5. OHE Mast (pedestal)
 6. Trolley Refuse
 7. Battery Box
 8. Signal Box
 9. Wearing coat
 10. Walk way/ Footpath
 11. Earthling arrangements.
- (d) Miscellaneous:-
1. Retaining wall/wing wall/ return wall with weep holes.
 2. Boulder packing and Backfilling behind Abutment and Retaining structure.
 3. Drainage Arrangements
 4. Stone Pitching with toe wall
 5. Approaches of viaduct.
 6. Informatory Sign Board, Name Board etc.
- (e) Completion Drawings:- 1. As built drawings

(C) Major/Minor Bridges

1. Alignment and field survey:

- (g) An alignment review (Finalization of alignment)
- (h) Proposed Site Survey
- (i) Details of Reference pillars.

2. Major/Minor Bridges portion:

(a) Geotechnical Investigation and Hydrological Investigation Report for Major/Minor Bridges site.

(b) Preliminary GADs

- Key Plans
- Details of proposed viaduct
- Their respective plans, elevation and Section
- Section of proposed embankment
- Details of wing wall, return wall, drop and curtain wall
- Details of bore hole log
- Details of Drainage system
- Details of protection work
- General Notes

(c) Definitive Drawings

- General arrangements
- Location plans, Geometry (Vertical & horizontal) and setting out drawings
- Structural drawings of viaduct
- Layout and details of structural elements
- Slope and earth work
- Access roads and temporary road works
- Catch water and surface drainage
- Existing and proposed utilities
- General notes

(d) As built Drawings

3. Elements of Major/Minor Bridges

- | | |
|---------------------------------------|--|
| (a) Foundation: - | 1. Pile Foundation/ Open Foundation / Box - Bored cast-in-situ concrete piles capped with Pile Cap
2. Earthling arrangements (One extra rod to be inserted into pile/ well foundation at each Abutment and Pier location for earthling. |
| (b) Substructure: - | 1. Abutment - RCC Wall type
2. Abutment Cap
3. Pedestal for bearing fixing |
| (c) Superstructure-
(a) Bearing:- | As per suggestion of Designer
POT-PTFE |
| (e) Miscellaneous:- | 1. Retaining wall/ wing wall/ return wall with weep oles.
2. Boulder packing and Backfilling behind Abutment and Retaining structure.
3. Drainage Arrangements
4. Stone Pitching with toe wall
5. Approaches of major/minor bridges.
6. Informatory Sign Board, Name Board etc. |

- (f) Completion Drawings:- 1. As built drawings

(D) Road Under Bridge

1. Alignment and field survey:

- (a) An alignment review (Finalization of alignment)
- (b) Proposed Site Survey
- (c) Details of Reference pillars.

2. Road Under Bridge portion:

- (a) Geotechnical Investigation Report for Road Under Bridge site.

- (b) Preliminary GADs

- Key Plans
- Details of proposed viaduct
- Their respective plans, elevation and Section
- Section of proposed embankment
- Details of wing wall, return wall, drop and curtain wall
- Details of bore hole log
- Details of Drainage system
- Details of protection work
- General Notes

- (c) Definitive Drawings

- General arrangements
- Location plans, Geometry (Vertical & horizontal) and setting out drawings
- Structural drawings of viaduct
- Layout and details of structural elements
- Slope and earth work
- Access roads and temporary road works
- Catch water and surface drainage
- Existing and proposed utilities
- General notes

- (d) As built Drawings

3. Elements of Road Under Bridge

- (a) Substructure: -
- 1. RCC Box type
 - 2. Pedestal for bearing fixing

- (b) Miscellaneous:-
- 1. U-Trough Retaining wall/ wing wall/ return wall with weep holes.
 - 2. Boulder packing and Backfilling behind RCC Box and Retaining structure.
 - 3. Drainage Arrangements
 - 4. Approaches of Road Under Bridge
 - 5. Informatory Sign Board, Name Board etc.

- (c) Completion Drawings:- 1. As built drawings

(E) Miscellaneous Design/Drawing may required:

1. Geotechnical and Hydrological Investigation
2. Drawings arrangement
3. Diversion of Roads/Drain/Utilities.
4. Fencing

(iv) Deliverables

- a. GADs with Key plan for each RFOs, Major / Minor Bridges / RUBs covering obligatory Span and approach portion based upon Topographical survey and showing necessary details as defined in the scope of work.
- b. Geotechnical investigation and Hydrological Investigation reports covering full RFO length (Obligatory span, Viaduct portion and both Approaches).
- c. General Arrangement Drawing for each RFO for railway portion and other structures coming in both approaches as per Plan & Profile.
- d. Proof checked detailed design and Good for Construction Drawings (GFC Drawings) for Foundation, Sub-Structure, Super-Structure (if non-RDSO span is adopted), Reinforced Earth Wall and Retaining Wall.
- e. Submission of detailed design and Good For Construction drawings (GFC Drawings) for superstructures will be done by the Consultant. As far as possible RDSO standard spans and RDSO drawings will be used. Wherever required, necessary customization to RDSO drawings as per site specific requirement will be done and drawings will be submitted accordingly.
 - (i) Wherever, RDSO standard superstructure spans have been adopted without customization, no separate detailed design and proof checking of drawings will be required and scope of work will be limited to fitting the Standard RDSO span in overall scheme.
 - (ii) Wherever, RDSO standard superstructure spans have been adopted with customization, no separate detailed design and proof checking of drawings will be required and scope of work will be limited to submission of customized detailed drawings and fitting of customized RDSO standard span in overall scheme.
 - (iii) Wherever, RDSO standard superstructures are not applicable (with or without customization), Proof checking of detailed design and Good For Construction drawings from reputed institute like IIT will be got done by the Consultant.
- f. Checking of design/ drawings submitted by contractor(s) for Bearings, Launching schemes, Temporary Arrangement Drawing etc if any.
- g. Technical support for getting approval from Railways/CRS including approval of temporary staging and launching scheme.
- h. Designer support during construction of RFOs including site visit as per requirement of DFCCIL. This will include modification of design/drawings as and when required.

(v) Cost of the work:

The estimated cost of the tendered work is approximately Rs. 5,36,97,780/- (Rupees Five Crore Thirty Six Lakh Ninety Seven Thousand Seven Hundred Eighty only), **excluding** GST.

(vi) Location

Works are to be executed in the jurisdiction of General Manager/Co./DFCCIL/ DDU between Pt. Deen Dayal Upadhyay Jn yard and Dehri-On-Sone Railway Stations of DDU Division. One RFO is in Pt Deen Dayal Upadhyay Nagar (Mughalsarai) yard and another in Sasaram yard.

1.1.2 General instructions (for on line tendering system)

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. An e-tendering portal of Dedicated Freight Corridor Corporation of India (DFCCIL) introduced for the process of e-tendering which can be accessed on <http://www.tenderwizard.com/DFCCIL>. (Refer in the BID DOCUMENTS)

Words in capital and not defined in this document shall have the same meaning as in "BID DOCUMENTS".

Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

A. ACCESSING / PURCHASING OF BID DOCUMENTS:

The Bidder who wishes to view free Notification and tender documents can visit DFCCIL's website www.dfccil.com or www.tenderwizard.com/DFCCIL or Central Procurement Portal www.eprocure.gov.in. Interested bidders who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer. Further the procedure is as follows:

It is mandatory for all the Bidders to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency ("CA") [Bidders can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of DFCCIL.

To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI Ltd. The online payment facility for the submission of Registration fee and Tender Processing Fee, which is payable to E- Tender service provider i.e. M/s ITI Ltd., has been enabled on E-Tender portal <http://www.tenderwizard.com/DFCCIL>. The Bidder can pay Registration Charges and Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. Validity of online registration is one year.

The BID DOCUMENTS can be viewed/downloaded from the Tender Wizard free of cost till one day prior to last date of submission of the tender upto 24.00 hrs.

Following may be noted-

1. Bids can be submitted only during the validity of registration with the Tender Wizard.
2. The amendments/clarifications to the BID DOCUMENTS, if any, will be posted on the DFCCIL website www.dfccil.com which can also be seen on www.tenderwizard.com/DFCCIL.
3. Registration with the www.tenderwizard.com should be valid at least upto the date of submission of bid.

To participate in bidding, Bidders have to pay Tender Processing Fee (non-refundable) of Rs 7,500/- plus GST as applicable to M/s ITI Ltd. through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only.

B. PREPARATION & SUBMISSION OF APPLICATIONS:

Detailed BID DOCUMENTS may be downloaded from Tender Wizard and the Bid may be submitted online following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for e-tendering system is also available on Tender Wizard.

Only Electronic Form (to be uploaded on the Tender Wizard)

Submission of Financial & Technical bid in prescribed Format in **ON LINE MODE ONLY**. No other mode of submission is accepted.

C. Document should be uploaded on the Tender Wizard side(On line mode only)

- (a) Power of Attorney for signing the Application
- (b) If applicable, the Power of Attorney for Lead Member of JV;
- (c) An undertaking from the person having PoA referred in sub clause (a) above that they agree and abide by the bid documents uploaded by DFCCIL and amendments uploaded, if any.
- (d) SUBMISSION OF FIRMS CREDENTIALS in prescribed format mentioned in BID DOCUMENT
- (e) SUBMISSION OF TECHNICAL PROPOSAL in prescribed format mentioned in BID DOCUMENT,
- (f) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (g) Technical Bid Packet-A (duly signed & scanned or digitally signed), Financial Bid Packet-B (in excel sheet format) and other relevant documents
- (h) Deleted
- (i) Memorandum of Understanding (in case of JV) -Not Applicable
- (j) Cost of BID DOCUMENT as detailed in Para 1.1.1 of Part-I, Chapter-I (Notice Inviting Tender) through NEFT/RTGS in favour of DFCCIL,
- (k) EARNEST MONEY DEPOSIT as detailed in Para 1.2.7 of Part-I, Chapter-III (Preamble & General Instructions to Tenderer) in the acceptable form in favour of DFCCIL
- (l) Application processing fee of Rs.7,500/- (Seven thousand five hundred only) + GST shall be paid to M/S ITI Limited through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only.
- (m) The Bidder shall upload signed and scanned or digitally signed copies of the documents on the Tender Wizard before scheduled date and time of submission of Tender. No hard copy of the documents is required to be submitted (except original instruments of earnest money deposit as detailed in BID DOCUMENT).
- (n) Affidavit in Form-12

D. Modification/ Substitution/ Withdrawal of bids:

- (i) The Bidder may modify, substitute or withdraw its e-bid after submission but prior to scheduled date and time of submission of tender. No Bid shall be modified, substituted or withdrawn by the Applicant after scheduled date and time of submission of tender.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the scheduled date and time of submission of tender, unless

the same has been expressly sought for by the Authority, shall be disregarded.

- (iii) For modification of e-bid, applicant/tenderer has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant/tenderer has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant/tenderer cannot re-submit e-bid again.

E. OPENING AND EVALUATION OF BIDS:

- (i) Opening of Bids will be done through online process.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

The DFCCIL Authority shall open bid documents received in electronic form at the scheduled date and time of opening of tender i.e. in the presence of the Bidders who choose to attend. The DFCCIL Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

The Financial Bid will be opened of the pre-qualified and short listed Bidders. The date of opening of Financial Proposal will be notified later on.

F. ONLINE E-BIDDING METHODOLOGY:

Online E- Bid System – Financial bids & Technical bids shall be submitted by the bidder at the same time. First the Technical Bid will be opened at the time and date notified in the tender notice. The Financial Proposal will be opened of the pre-qualified and short listed Bidders after technical evaluation of Bids. The date of opening of Financial Bid will be notified later on.

G. BROAD OUTLINE OF ACTIVITIES FROM BIDDERS PERSPECTIVE:

1. Procure a Digital Signing Certificate (DSC)
2. Registration Electronic Tendering System (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS- Query to DFCCIL (Optional) – view response to queries posted by DFCCIL, through addenda.
7. Bid-Submission on ETS : Prepare & arrange all documents/papers for submission of bid & tender cost online and EMD deposit on online/offline as per instruction.
8. Attend Public Online Tender Opening Event(TOE) on ETS
9. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL's Post-TOE queries

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the

relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. Financial Bid & Technical Bid duly filled in is to be uploaded in "Financial Offer & Technical Eligibility". The rates must be filled after downloading the financial bid document in the prescribed format from the website www.tenderwizard.com/DFCCIL. The financial & Technical bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.

The name of the downloaded files i.e. 'Technical_Bids.doc' & 'Financial_Bids.xls' should not be changed.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself. The entire technical document through digital signature would first be uploaded in 'Document Library' and after that, attach entire tender document in the particular tender.

H. Digital Certificates

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Class Three Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

I. Registration

Intending bidders are requested to register themselves with M/S ITI through www.tenderwizard.com/DFCCIL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee (Online Mode only) for participating in the above mentioned tender.

DFCCIL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

J. Help Desk for E-Tendering

After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk (as mentioned in NIT) to get your registration accepted/activated.

1.1.3 Cost of biddings: The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the DFCCIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.1.4 Language of Bid: The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.

1.1.5 Currencies of Bid and Payment: The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.

1.1.6 Format and Signing of Bid: Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder on all pages and upload or soft copy of Tender document shall be digitally signed and uploaded. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

1.1.7 Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition, the EMD of such tenderer shall be forfeited. The decision of DFCCIL in this respect shall be final and binding.

1.1.8 The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited.

1.1.9 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive according to the bidding document in every respect will be at the bidders risk and may result in rejection of his bid.

1.1.10 Understanding and Amendments of Tender Documents:

(i) The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

(ii) The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

(iii) At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.

(iv) DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

1.1.11 Signing of All Bid Papers and completing Financial Bid:

This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified at Para-1.1 of ITB.

1.1.12 **Deviations:** The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned.

1.1.13 Deadline for submission of tender:

(i) The bidder must ensure that the tender document is submitted before the closing time of the tender. The tender submission shall stop at prescribed date and time as mentioned in NIT.

- (ii) Tenderer should submit the original EMD/Bid Security and Tender Document Fee (*in case payment of the same by offline mode*) in General Manager/DDU's Office on/or before closing time of tender. Tenderer should also upload the scanned copy of the above on the tender Portal while submitting the tender. The Bid of tenderer is liable to be rejected in case they fail to submit the above original Earnest Money/Bid Security& Tender document fee physical form in DFCCIL office before closing of tender.
- (iii) Bidder can anytime change the quoted rates before date & time of closing of tender.

1.1.14 Withdrawal of Tender: No tender can be withdrawn after submission and during tender validity period.

1.1.15 Opening of the tender

- (i) Tenders will be opened online at the address mentioned in "Notice Inviting Tender" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.
- (ii) Tenderers or their authorized representatives who are present shall sign in register as evidence of their attendance.

1.1.16 Clarification of the tenders

To assist the examination, evaluation and comparison of the tenders, DFCCIL may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

1.1.17 Preliminary examination of bids

- (a) The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- (b) Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- (c) Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
 - (i) That affects in any substantial way the scope, quality or Performance of the contract.

- (ii) That limits in any substantial way, inconsistent with the bidding documents, the DFCCIL's rights or the successful Bidder's obligations under the contracts; or
- iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- (d) If a bid is not substantially responsive, it shall be rejected by the DFCCIL.
- (e) In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can summarily reject such tender.

1.1.18 Evaluation and comparison of tenders

In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in Eligibility Criteria" and as given in Notice Inviting E-Tender. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

1.1.19 Canvassing

No tenderer is permitted to canvass to DFCCIL on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

1.1.20 Right to accept any tender or reject all tenders:

DFCCIL reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

1.1.21 If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the DFCCIL shall deem such tender as invalid.

1.1.22 Award of Contract

- (i) DFCCIL shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or through bearer that his tender has been accepted.
- (ii) Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

1.1.23 SUBMISSION OF BIDS

- (a) In case Tender opening date is declared as holiday, the tender will be opened on next working day at 11:00 hrs.
- (b) All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- (c) The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.

- d) Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.

1.1.24 Pre-Bid Conference / Pre-Tender Conference

- a) Pre-Tender Conference or Pre- Bid Conference of the Tenderers shall be convened at the designated date, time and place. It is not mandatory for any tenderer to participate in the Pre-Bid Conference. A maximum of two representatives of each Tenderer shall be allowed to participate on production of an authority letter from the Tenderer.
- b) During the course of Pre-Tender Conference, the Tenderers will be free to seek clarifications and make suggestions for consideration of the DFCCIL. The DFCCIL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

1.2 Constitution of the Firm:-

1.2.1 Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm / Company. The tenderer(s) who is / are constituents of the firm / Company, shall enclose self-attested copies of the constitution of their concern, Partnership Deed and Power of attorney along with their tender. Tender documents in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm / company as the case may be.

1.2.2 The tenderer shall give full details of the constitution of the Firm / Company and shall also submit following documents (as applicable), in addition to documents mentioned above:

- (a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.
- (b) Partnership Firm : The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.
- (c) Joint Venture: **Participation through JV is not applicable in this tender.**
- (d) Companies registered under Companies Act-1956: The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company.

1.2.3 If it is mentioned in the tender submission that it is being submitted on behalf of / by a sole Proprietorship Firm / Partnership Firm / Joint venture / registered Company etc. but above-mentioned documents (as applicable) are not enclosed along with tender; the tender shall be summarily rejected.

If it is NOT mentioned in the tender submission that it is being submitted on behalf of / by a Sole Proprietorship Firm / Partnership Firm / Joint Venture / Registered company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

After opening of the tender, any document pertaining to the constitution of the Firm / Joint Venture etc. shall neither be asked nor be entertained / considered by DFCCIL.

1.2.4 A tender from Joint Venture / Partnership Firm etc. shall be considered only where permissible as per the tender conditions.

1.2.5 The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the Firm made subsequent to the submission of tender. It may, however, recognize such power of attorney and changes after obtaining proper legal advice.

1.2.6 Validity of Tender:

Tenderer shall keep his offer open for a minimum period of **90 days from the date of opening** of the tender or as mentioned in the Tender Notice.

1.2.7. Earnest Money Deposit/Bid Security:

(a) The tender must be accompanied by a sum of **Rs.10,74,000/- (Rs. Ten Lakh Seventy Four Thousand only)** as Earnest money deposited either by directly in DFCCIL account by online payments through NEFT/RTGS as per the details provided in Clause 1.1.2 of Chapter 1, or alternately in the form of Demand Drafts/Bankers Cheque/FDR drawn on any nationalized bank or a Scheduled Commercial Bank. Earnest money shall be in favour of "Dedicated freight Corridor Corporation of India Limited" payable at Varanasi.

(b) The bids not accompanied by valid Earnest Money/Bid Security shall be summarily rejected. In case the Earnest Money/Bid Security is being deposited in any form mentioned above in Sub-Clause (a) above, the scanned copy of the same shall be uploaded with the bid and the original instrument shall be submitted in physical form at the 'office of General Manager/Coordination/DDU, DFCCIL, Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai), Chandauli - 232101, Uttar Pradesh, India, before opening of the Tender failing which, the bid shall be summarily rejected and shall not be considered for further evaluation. **Under prevailing lockdown situation due to COVID-19, tenderers are encouraged to submit the full Earnest Money through online RTGS/NEFT. DFCCIL will not be responsible if it is not possible for tenderer to deliver the original instruments of Earnest Money due to travel restrictions during COVID-19 and the tender will not be considered.**

(c) No interest shall be allowed on Earnest Money/Bid Security.

d) Forfeiture of Earnest Money/Bid Security:

(i) The Earnest Money/Bid Security of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the "Instruction to Bidders" or extended validity period as agreed to in writing by the tenderer.

(ii) The Earnest Money/Bid Security of the successful tenderer is liable to be forfeited if he fails to:

- Sign the Contract Agreement in accordance with the terms of the tender, or
- Furnish Performance Guarantee in accordance with the terms of the tender, or

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- Commence the work within the time period stipulated in the tender.
 - Failure to submit Affidavit as required in Form-12
- (iii) In case of forfeiture of Earnest Money/Bid Security, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.
- (e) **Return of Earnest Money/Bid Security:**
- (i) The Earnest Money/Bid Security of the unsuccessful tenderers will, save as here-in-before provided, be returned to the unsuccessful tenderer (s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.
- (ii) The Earnest Money/Bid Security Deposit of the successful tenderer shall be retained towards Security Deposit and further deduction of Security Deposit from the bills shall commence after adjusting this EMD/Bid Security amount.
- (f) The Earnest Money/Bid Security shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 120 days from the date of opening of tender. If thereof the offer is extended, the validity of earnest Money/Bid Security should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.

1.2.8 Execution of Contract Agreement:

The successful tenderer, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a Letter of Acceptance (LoA). The Tenderer whose tender is accepted shall be required to appear in person at the **office of General Manager/Coordination/DDU, DFCCIL, Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai), Chandauli -232101, Uttar Pradesh, India** or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 30days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies. In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the Earnest Money/Bid Security.

1.2.9 Security Deposit on Acceptance of Tender:

The security deposit / rate of recovery / mode of recovery on acceptance of tender shall be as per the Para 16.(1) to 16.(3) of General Conditions of Contract (GCC).

1.2.10 Tenderer's Address

The tenderer should state in the tender his postal address legibly and clearly. Any communication sent in time, to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by registered post.

1.2.11 Right of DFCCIL to Deal with Tenders

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(a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.

(b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

1.2.12 Eligibility Criteria

The Tenderer (s) should satisfy the minimum Eligibility Criteria as described below in two parts, (A) Technical Eligibility Criteria and (B) Financial Eligibility Criteria. In support of eligibility criteria, the Tenderer (s) should have to submit documents as stipulated below along with their tenders. Tenderer(s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & tender conditions. In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria along with the tender, the offer shall be considered as incomplete and liable to be rejected.

(A) Technical Eligibility Criteria:

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Joint venture	Submission Requirements
The tenderer /JV firm or Lead Member of JV firm must have satisfactorily completed or Substantially* completed at least one single work in last three previous financial years and the current financial year upto the date of submission of tender of similar nature for a minimum 35% of the advertised tender value. Note: Similar nature work means any work involving 'detailed design and drawing work of RFO/ Important/ Major Bridge or ROB'	Must meet requirement	Not Applicable	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photostat of original certificates of client.

Note:

1. Value of completed work by a member in an earlier JV firm shall be reckoned only to extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above mentioned technical eligibility criteria in tender for considerations.
2. In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.
3. * Substantially completed contract/Consultancy will be one in which 80% work satisfactorily completed in financial terms (i.e. payment equal to 80% of the contract/Consultancy value has been received).

(B) Financial Eligibility Criteria:

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements

The contractual payments received by the tenderer / JV firm or the arithmetic sum of contractual payments received by all the members of the JV firm in the previous three financial year and the current financial year up to the date of submission of tender shall be at least 150% of the advertised value of tender.	Must meet Requirement	Not Applicable	TDS certificates/ Audited balance sheets and or Photostat of TDS certificates/ Audited Balance sheets clearly indicating the contractual amount received.
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Note:

1. Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender for considerations.

2. In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.

1.2.13 Credentials of Tenderer

The tenderer shall provide satisfactory evidence in support of their technical and financial eligibility, which are acceptable to DFCCIL, as follows:

- (a) For Technical eligibility criteria, the details will be submitted in Form No. 2A along with supporting documents.
- (b) For Financial eligibility criteria, the details will be submitted in Form No. 2B along with supporting documents.
- (c) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer. Completion certificate from Govt. organization /PSUs/Public Limited Company will be accepted. **The certificate from Private individual/Private Company for whom such works are executed shall not be accepted.** In case, the work is executed for Public Limited Company, copy of work order, bill of Quantity, TDS certificate payments received and copy of final/last bill paid by client shall be submitted.

The following will be applicable for evaluating the eligibility:

- (i) Similar nature of work physically completed within the qualifying period, i.e. last three financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility.
- (ii) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying period alone, shall be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions is to be considered.

However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original contract agreement value or

last sanctioned contract agreement value whichever is lower, shall be considered for judging eligibility.

(iii) As proof of sufficient financial capacity and organizational resources, contractor should have received total payments against satisfactory execution of all completed / on-going works of all types (not confined to similar works) during the last three financial years and in the current financial year (up to the date of submission of the tender) of a value not less than 150% of advertised tender value.

(iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form No. 2B. The details shall be based on the form 16-A, issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photocopies of Form 16-A shall be enclosed duly attested by Notary Public with seal and Notarial Stamp thereon or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon.

(v) The tenderer shall be considered disqualified/ineligible if:

(a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission the Tender.

(b) The Tenderer or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.

(vi) For the purposes of conversion of foreign currency to Indian rupees (INR) Bank Currency (BC) selling exchange rates as published by State Bank of India on the date 28 days prior to date of submission of tender shall be used. For few of the currencies where BC selling rates are not published by SBI or reserve bank of India, the exchange rate may be obtained from website-<http://www.oanda.com/currency/historical-rates> or <http://www.xe.com>.

(vii) For the purpose of evaluation of proposals, all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

1.2.14 Period of Completion

The entire work is required to be completed in all respects within **24 months (Twenty Four months)** from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

1.2.15 If the Tenderer/s deliberately gives any wrong information about credentials / documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. The EMD of such tenderers shall also be forfeited.

1.2.16 Quantum of work and materials:

The indicative schedule of quantities of various items of works is included in Form - 4 (Schedule of Prices & Total Prices) of the tender documents.

1.2.17 Employer not bound to accept any tender:

The employer shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The employer reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

1.2.18 Schedule of Prices

The Schedule-A (I, II& III) of the tender document lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

1.2.19 Performance Guarantee: Refer relevant clause of GCC

1.2.20 The tenderer shall furnish information for making payment through ECS/ NEFT / RTGS (Tender Form No. 8 placed at Part IV of the tender documents) and enclosed a copy of PAN.

1.2.21 Negotiation:

Should DFCCIL decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations:-

"I..... do declare that in the event of failure of contemplated negotiations relating to Tender No..... (mention present tender no.), dated my original tender shall remain open for acceptance on its original terms and conditions".

1.2.22 Site Inspection:

Tenderers are requested to inspect the site and carry out careful examination to satisfy them as to the nature of work involved and facilities available at the site. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different equipment and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc., and satisfy themselves with regard to the feasibility of transporting the girders, etc. from the yard to the final site of placement etc.

1.2.23 No form C & D shall be issued to the contractor for this work.

1.2.24 Integrity Pact:

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required proforma in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract. A copy of pre contract integrity pact is enclosed as Form No. 10 for signature of bidder as acceptance. The details of Independent External monitor (IEM) shall be collected from the office of GM/DFCCIL/DDU whenever required

1.3. TAXES

1.3.1 INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source.

1.3.2. SERVICE TAX/ GST

The Contractor is expected to have understood the current tax regime under Goods & Service Tax Act. GST as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law (if applicable).

1.3.3. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other taxes State and Central Government and these are included in the cost, **EXCEPT** GST as applicable.

The contractor has to submit the documentary evidence for payment of all statutory remittances along with Bill.

The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

1.3.4. STATUTORY INCREASE IN DUTIES, TAXES ETC

(i) All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc. except GST.

(ii) Further **DFCCIL** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

1.3.5 Care in Submission of Tenders -

(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in clause-37 of the Standard Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(ii) Tenders will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and

applicable taxes before bidding. Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.

(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

(iv) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway/DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

1.3.6. Jurisdiction of Courts: Jurisdiction of courts for dispute resolution shall be at VARANASI (U.P)/only.

1.3.7 Insurance:- (CAR policy)

Before commencing of works, it shall be obligatory for the contractor to obtain, at his own cost, insurance cover in the joint name of the contractor and employer from reputed companies as per Clause 3.5 of GCC, summarized in Form-11.

1.3.8 Accident:-

- (a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.
- (b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- (c) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.50 lakh for any one accident without any limit on the number of accidents.
- (d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.

1.3.9 Guarantee Bond and Design Certificate: Before commencing of works or as directed by Employer. It shall be obligatory for the contractor to submit Guarantee Bond as per Form-13 on non-judicial stamp paper of appropriate value. Further each design/design document or a set of designs/design with a documents shall accompany Design Certificate as per format of Form-14.

1.4 Provision for medium & small enterprises (MSE):

As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy, following provisions are included for Medium & Small Enterprises (MSE) in the tender document:

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

- (i) District industries Centres
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME.

(II) The MSEs must also indicate the terminal validity date of their registration. Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4. Definition of MSEs owned by SC/ST is as give below:
 - (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
 - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
6. The above facilities shall not be applicable for the items for which they are not registered.
7. The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.

1.5 System of Verification of Tenderer’s Credential:

- (a) For this tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer,

shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self -attestation shall include signature, stamp and date (on each page).

(b) The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/ documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Form-12**. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

(c) The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the DFCCIL thereunder.

(d) In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.

(e) Under prevailing lockdown situation due to COVID-19, if it is not possible to obtain the notarized affidavit on a non-judicial stamp paper, the tenderers may submit the same declaration/certificate on their letter-head alongwith reasonable proof of lockdown situation prevailing at their place.

TERMS OF REFERENCE (TOR)

Part I

Chapter IV

TERMS OF REFERENCE

1 Introduction & Background

1.1 These Terms of Reference (TOR) define the Services required from the Consultants to be engaged to assist Dedicated Freight Corridor Corporation of India Ltd.(DFCCIL) in implementation of the Project.

1.2 The Project is located in the State of Uttar Pradesh and Bihar. The Design Consultancy Services are required for construction of two Rail Flyovers (RFOs), one at Sasaram (SSM) and other at Pt Deen Dayal Upadhyay Nagar (DDU).

1.3 These Terms of Reference (TOR) define the services required from the 'Consultants' who are to be engaged to assist Dedicated Freight Corridor Limited (DFCCIL) for Design Consultancy for the project work specified in Para 1.2 above.

2.0 The Consultants:

2.1 **The Consultants shall be a firm registered or incorporated in India**

3.0 Objective of Consulting Services:

3.1 The objectives of obtaining the presently offered consulting services are :

- a) to assist the Employer in providing various designs and drawings required for implementation of the above mentioned Project, from the present stage of verification/establishment of reference points/data provided by the Employer, to the stage of successful completion of all the contemplated works of the Project as per applicable Codes/Manuals/Standards duly ensuring standard design practices, good design practices, optimizations, safety during work, minimum interference with running traffic duly following the regulations, policies, procedures & guidelines, Railway's Rules, Regulations, procedures, Local Laws, Bye laws & Rules and Regulations, etc., within the specified time schedule, with the appropriate use of provisions in the works contract agreement, to achieve overall economy. This also includes the works like getting 'as built/completion' drawings prepared, and getting such required sanctions as and if required, exercising supervision on the execution of works, interaction and co-ordination with Railway Administration, and various Governmental/other Bodies/ Agencies involved.
- b) To ensure that high standard quality design /drawings /reports are produced to ensure that all works are carried out in full compliance with the employer's requirements /Codal provisions, technical specifications and other contract documents within the stipulated time period.
- c) In a nutshell the objectives of the consulting services are to assist the Employer to implement the Project in conformity with Railways' rules and regulations; and codes Local laws, bye laws, regulations, rules etc.

3.2 The Design Consultants shall ensure:

- (i) That the Design / Drawings / Reports for implementation of Project prepared up to the last detail as per scope of work and provide design assistance to the Employer up to the end of completion of project under the Contract.
- (ii) The required drawings / designs and technical assistance is provided to the contractor timely without any delay ascribed to non-availability of design etc from Design Consultant.
- (iii) Completion of work in the prescribed time schedule

4.0 Scope of Design Consultancy Services:

4.1 The status and the scope of works to be executed by the contractors under this Project are given in Annexure 1 of these Terms of Reference.

4.2 The scope of this design consulting services shall be as mentioned in the Para 1.1.1 (iii) of Preamble & General Instructions to Tenderers

4.2.1 Consultant's Responsibility:

The Design Consultant shall be responsible for the following:

- a) Prepare a Design Basis Report and Design Submission Plan within 15 days from the commencement of consultancy contract in a suitable format specified by Consultant and/or Employer.
- b) Developing systems and procedures to render design assistance to the construction contracts and ensure that the contractual requirements, with respect to both quality and quantity of work, are respected and the works are constructed in accordance with the appropriate design standards and as per the provisions of construction contract. The consultant shall finalize these within 30 days from the commencement of the consultancy contract.
- c) Preparation and submission for Employer approval all those plans and documents which are required for the execution of the work.
- d) One level of checking of various drawings, plans, designs, documents prepared by construction contractor requiring submission to employer for their approval. This will include carrying out required alterations in the drawings in the process of approval. This also includes arranging various drawings (prints or tracings, as a case may be) for employer for reference or for alterations/modification required for execution of the work. Approval of Employer to various plans, design, documents etc. shall be arranged by the Design Consultant.
- e) To propose a viable phase working plan for the work, if situation warrants.
- f) Approving/recommending and arranging proof checking of all designs and drawings.

5.0 Detailed Terms of Reference:

5.1 Activities to be taken up by consultant before commencement of work by the works contractor:

5.1.1 Consultant shall study the information provided by the Employer such as drawings, designs, reference points etc. He shall also study various rules, regulations, codes, practices etc., applicable to Railway working and rules, regulations and bye laws of state and central government as applicable to project under implementation including the agreement entered in to with the agency/agencies entrusted by the Employer for execution of works for project completion. He shall also study the conditions of the Bid document and detailed specifications to identify and decide:

- a) The Methods and the Means to be employed for execution of works.
- b) Checking along with the works Contractor, the correctness or otherwise of the Employer provided reference points, data, drawings and take corrective action by way of modifying/rectifying/ supplementing the available reference points/ data/ drawings and to remove any inconsistencies/ redundancies/voids (gaps) in the execution plan/schemes for safe and economical execution of works.

5.1.2 The Consultant shall :

- (i) Prepare and submit the detailed construction drawings and the contract for the project work. The design shall be free from any defects or omissions that compromise the completeness or consistency of the design including checking of design or affect the viability, accuracy or implementation of the construction contract.
- (ii) Confirming designs/drawings as to functionality, general layout, adherence to specifications and provisions of relevant codes, constructability and construction impacts, maintainability and aesthetics;
- (iii) Arrange approval of drawings and specifications for construction including approval of design changes during progress of work. Drawings not included in the construction contractor's scope including those required for phase working shall be prepared by the consultant. He shall arrange approval of various drawings from concerned railway. Railway authorities as and when required. The drawings and design work has to be followed till the submission of As Built drawings i.e. Completion drawings to DFCCIL.
- (iv) Liaison between various contractors, designers, such that the designs for these sub-systems, that in particular their civil works, such as ducting, pedestals, cabins, poles and supports will be integrated properly into the overall project works.
- (v) Review proposal for acceptance by RDSO under the guidelines of cross acceptance for any equipment or system proposed by the contractor if any, for execution of the work.

5.2 **Quality Assurance:** The Consultant shall:

- a) Prepare a Quality Assurance Manual, detailing the consultant's quality assurance/control procedures, to be submitted within 30 days of commencement of services.

Annexure 1 to TOR

**Scope of Works Specified for execution of Works Contract for which
Design Consultancy Services are called for.**

1.0 SCOPE OF WORK

1.1 The Employer's is in the process of engaging agency for following two works :-

(a) Construction of Rail Flyover and its approaches on Viaducts, Formation in Embankments/Cuttings including blanketing, Supply and Spreading of Ballast and related works for single track electrified railway line on Item-Rate Basis for Sasaram- Ara line of E.C. Railway connecting Sasaram Yard with Ara Line over IR and DFC tracks and related works in East Central Railway in the state of Bihar in India

(b) Construction of Rail Flyover and its approaches on Viaducts, Formation in Embankments/Cuttings including blanketing, Supply and Spreading of Ballast and related works for single track electrified railway line for DFC track connecting DFCCIL DDU Yard with DDD-BSB Line near Vyasnagar Railway Station over IR and DFC tracks and related works in East Central Railway in the state of Uttar Pradesh in India

1.2 Scope of Work included in Contract for item 1.1 (a):

Rail Flyover, approach viaduct & formation for single line track:

Proposed span of Rail Flyover (RFO) is having 1×76.2 m Open Web Steel Girder (RDSO Span) superstructure having approached on viaduct. RFO is to be constructed over the existing electrified IR and DFC tracks with least disturbance to the running trains and adhering all safety norms. RFO portion, viaduct portion and formation have to be constructed for 25T axle load single line IR traffic. Starting point of RFO is at Ch 750 (Railway Km on GC is 571/24-25) to merging point at Ch 6520 (Railway Km 94/3-4).

(a) Rail Flyover for single line track

Rail flyover for single line IR Track over DFC and IR track at IR Km. 569/25 to 570/2 (CH. 2590 and Ch. 2670) between Sasaram-Karwandia Railway Stations of EC Railway. Proposed clear span of Rail Flyover is 1X76.2m Open web Steel Girder.

(b) Viaduct for single line on both side of RFO

Viaduct for single line on both side of RFO from approximate RFO Ch. 1553m to Ch. 2590m and Ch. 2670m to Ch 6000m. Superstructure of viaduct portion is 24.4m composite girder (RDSO Design) on RCC piers and pile foundation.

(c) Formation in Embankments/Cuttings including blanketing

Formation in Embankment/Cutting including blanketing up to approximate length of 715m on both side of approaches i.e. between Ch. 750 to Ch. 1160 and Ch. 6217 to Ch. 6520.

(d) Formation in Retaining Walls

Formation in Retaining Wall including blanketing up to approximate length of 610 m on both side of approaches i.e. between Ch. 1160 to Ch. 1553 and Ch. 6000 to Ch. 6217

(e) Construction of major bridge over canal

Bridge over canal between Ch. 4900 and Ch. 5100 having superstructure of 2x30.5m composite girder on RCC piers and pile foundation.

(f) Supply and Spreading of Ballast.

Supply and spreading of approximately 17000 cum of stone ballast as per IRS-GE-1

The scope of work shall include but not limited to:

(a) Construction of RCC abutments and piers for Open Web Steel Girder / Steel Composite Girder including pile/well/open foundation for single line RFO over IR/DFC tracks as per IR 25T Loading standard as per RDSO/DFCCIL design.

- (b) Supply, Fabrication, Erection and Launching of Open Web Steel Girder of 76.2m clear span as mentioned in GAD (with or without power and traffic power blocks, as applicable) for the RFO.
- (c) Supply, Fabrication, Erection and Launching of Composite Steel Girder of 24.5m and 30.5m clear span as mentioned in GAD (with or without power and traffic power blocks, as applicable) for the viaduct portion of RFO.
- (d) Providing and fixing in position standard rocker/roller type and fixed type POT bearing, free sliding type POT cum PTFE bearings, as per approved drawings including designs of bearings.
- (e) Preparation of Quality Assurance Plan (QAP) for fabrication of superstructure, preparation of Temporary Arrangement Drawings (TAD), Launching Scheme, Fabrication/Detail Shop Drawings including DODLs and execution as per this QAP/Drawings and preparation of documentation for processing CRS Sanction
- (f) Preparation of Quality Assurance Plan (QAP) for sub-structure, foundation, super-structure including bearings and ensuring the execution as per this QAP,
- (g) Preparation of Quality Assurance Plan (QAP) for earthwork, blanket and concrete works and ensuring the execution as per this QAP,
- (h) Construction of 03 (three) minor bridges and 01 (one) Road under bridges / Buried boxes in the alignment.
- (i) Construction of approaches of RFO which includes constructing of Retaining wall, RCC slab, piers, earthwork in embankment, drain, turfing and all works related to constructing approaches complete.
- (j) Construction of formation including earthwork, supply, spreading and compaction of blanket over formation as per RDSO Guideline for IR 25T loading standards in about 715 m length on both side approaches,
- (k) Supply and spreading of approximately 17,000 cum of track ballast as per IR Specification (IRS GE-1)
- (l) Temporary Works: Making any temporary work to facilitate construction and for the purpose of arranging any temporary land for the working or stacking of materials of contractor at no extra cost.
- (m) Incidental Works: Safety, Health & Environment (SHE) compliances, Quality Assurance, Interface Management with other contractor, Restoration of existing roads and services other than being relocated / dislocated on account of DFC alignment during construction, management of road traffic around the worksite at no extra cost
- (n) Obtaining relevant certificates or clearances from local/civil authorities viz. permits, licenses, completion certificate, fire clearance or any other mandatory clearances which may be specified by these authorities from time to time.
- (o) Obtaining permission for Works with or without traffic block from concerned Railway authority/interfacing agencies for work in close vicinity of Indian Railway track, wherever applicable and DFCC shall assist in obtaining such permits.

(p) Benchmarking, setting out, photography, videography, permanent markers like land boundary pillars, signages, boards etc. As-Built drawings, inspection books, registers for record & maintenance of bridges/ alignment etc.

1.3 Scope of Work included in Contract for item 1.1 (b):

EDFC alignment is passing parallel to New Mughalsarai-Sonnagar section of Mughalsarai (DDU) Division of East Central Railway. Along this route, one Rail Fly-Over (RFO) is required to be constructed for single line track over IR and DFC tracks to avoid surface crossing of DFC tracks with IR tracks from Pt Deen Dayal Upadhyay Jn Yard to Vyasngar Station yard. The details of this RFO has been shown in List of Drawings (Part-V of Tender Document). Along with this RFO, few minor bridges (RCC Box) and road-under bridges (RCC Box) are also required to be constructed.

Rail Flyover, approach viaduct & formation for single line track:

Proposed span of Rail Flyover (RFO) is having 2×76.2 m Open Web Steel Girder (RDSO Span) superstructure having approached on viaduct . RFO is to be constructed over the existing electrified IR and DFC tracks with least disturbance to the running trains and adhering all safety norms. RFO portion, viaduct portion and formation have to be constructed for 32.5 T axle load single line IR traffic. Starting point of RFO is at DFC Ch 125 Km +150mtr (in DDY yard) to merging point at RFO Ch 8 Km + 130 mtr (Vyasnagar Station).

(a) Rail Flyover for single line track

Rail flyover for single line DFC Track over DFC and IR track between DFC RFO Ch 3 Km +200mtr to 3 Km + 400mtr between Pt. Deen Dayal Upadhyay Jn Yard -New Vyasnagar Railway Station of EC Railway. Proposed clear span of Rail Flyover is 2X76.2m Open web Steel Girder (RDSO Span).

(b) Viaduct for single line on both side of RFO

Viaduct for single line on both side of RFO from approximate Ch. 1 Km + 550mtr to Ch. 3 Km + 200 mtr and Ch. 3Km +356 mtr to Ch. 5Km + 449mtr. Superstructure of viaduct portion is tentatively 5 Cell RCC Box of Span 32.6mtr which includes Top slab cast monolithic on 6 set of piers, each set consisting of two piers)

(c) Formation in Embankments/Cuttings including blanketing

Formation in Embankment/Cutting including blanketing up to approximate length of 715m on both side of approaches i.e. between Ch. 0+00 to Ch. 1+260 and Ch. 5+830 to Ch. 8+130.

(d) Formation in Retaining Walls

Formation in Retaining Wall including blanketing up to approximate length of 1342 m on both side of approaches i.e. between Ch. 1260 to Ch. 1550 and Ch. 5459 to Ch. 5830

(e) Construction of Minor Bridge over canal

Bridge over canal between Ch. 6+220 to Ch. 6+300, Ch. 6+500 to Ch. 6+560, Ch. 7+800 to Ch. 7+900 and Ch. 8+000 to Ch. 8+100 having superstructure of 3.5x7.3m RCC Box.

(f) Supply and Spreading of Ballast.

(g) Construction of 02 (Two) Road under bridges / Buried boxes in the alignment RFO Ch 6+200 to Ch 6+220 and Ch 6+560 to Ch 6+600 of type RCC Box (1x3.8x7.3.

Supply and spreading of approximately 18824 cum of stone ballast as per IRS-GE-1

The scope of work shall include but not limited to:

(a) Construction of RCC abutments and piers for Open Web Steel Girder Girder including pile/open foundation for Single line RFO over IR/DFC tracks as per DFC 32.5T Loading standard as per RDSO/DFCCIL design.

(b) Supply, Fabrication, Erection and Launching of Open Web Steel Girder of 76.2m clear span as mentioned in GAD (with or without power and traffic power blocks, as applicable) for the RFO.

(c) Construction of RCC Piers, Box-cell, Slab including open/pile foundation as per DFC 32.5T loading as per DFC design.

(e) Preparation of Quality Assurance Plan (QAP) for fabrication of superstructure, preparation of Temporary Arrangement Drawings (TAD), Launching Scheme, Fabrication/Detail Shop Drawings including DODLs and execution as per this QAP/Drawings and preparation of documentation for processing CRS Sanction.

(f) Preparation of Quality Assurance Plan (QAP) for sub-structure, foundation, super-structure including bearings and ensuring the execution as per this QAP,

(g) Preparation of Quality Assurance Plan (QAP) for earthwork, blanket and concrete works and ensuring the execution as per this QAP,

(h) Construction of 04 (Four) minor bridges (RCC Box type) and 02 (Two) Road under bridges / Buried boxes in the alignment.

(i) Construction of approaches of RFO which includes constructing of Retaining wall, RCC slab, piers, earthwork in embankment, drain, turfing and all works related to constructing approaches complete.

(j) Construction of formation including earthwork, supply, spreading and compaction of blanket over formation as per RDSO Guideline for IR 32.5T loading standards in about 3560 m length on both side approaches,

(k) Supply and spreading of approximately 18824 cum of track ballast as per IR Specification (IRS GE-1)

(l) Temporary Works: Making any temporary work to facilitate construction and for the purpose of arranging any temporary land for the working or stacking of materials of contractor at no extra cost.

- (m) Incidental Works: Safety, Health & Environment (SHE) compliances, Quality Assurance, Interface Management with other contractor, Restoration of existing roads and services other than being relocated / dislocated on account of DFC alignment during construction, management of road traffic around the worksite at no extra cost
- (n) Obtaining relevant certificates or clearances from local/civil authorities viz. permits, licenses, completion certificate, fire clearance or any other mandatory clearances which may be specified by these authorities from time to time.
- (o) Obtaining permission for Works with or without traffic block from concerned Railway authority/interfacing agencies for work in close vicinity of Indian Railway track, wherever applicable and DFCC shall assist in obtaining such permits.
- (p) Benchmarking, setting out, photography, videography, permanent markers like land boundary pillars, signages, boards etc. As-Built drawings, inspection books, registers for record & maintenance of bridges/ alignment etc.
- (q) Submission of periodical progress reports with site photos and videos, attending progress review meetings with employer/concerned authorities
- (r) Other miscellaneous works as listed in Schedules / GCC/ SCC.

Note: The Scope of work for the contract given above is indicative. Details of works to be done will be as per respective Bid documents and Design Consultant shall carry out and provide design / drawings for all works envisaged in the Bid documents including any additional work/variation in the Construction Contract.

GENERAL CONDITIONS OF CONTRACT (GCC)

PART - I
CHAPTER V

GENERAL CONDITIONS OF CONTRACT

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Contract shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "City" means the town/city of New Delhi/Delhi;
- (c) "Contract" means this Contract, together with all the Annexes;
- (d) "Contract Value" shall have the meaning set forth in the Agreement;
- (e) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- (f) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of Tender Document;
- (g) "Dispute" shall have the meaning set forth in Clause 10.2.1;
- (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1;
- (i) "Government" means the Government of India;
- (j) "INR, Re. or Rs." means Indian Rupees;
- (k) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (m) "Personnel" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) "Party" means the Employer or the Consultant, as the case may be, and Parties means both of them;
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in the Terms of Reference hereto;
- (p) "Tender Document" or "Bid Document" means the tender / Bid document in response to which the Consultant's tender / Bid for providing Services was accepted; and
- (q) "Third Party" means any person or entity other than the Government, the Employer or the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Tender Document.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultant. The Consultant shall, subject to this Contract, have complete charge of Personnel performing

the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

1.4 Governing law and jurisdiction

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at the City shall have jurisdiction over matters arising out of or relating to this Contract.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall:

- (a) in the case of a notice meant for the Consultant, be given by fax and by letter delivered by courier, post or hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Employer;
- (b) in the case the Consultant issues a notice to the Employer, it could be given by fax and by letter delivered by hand and be addressed to the Employer with a copy delivered to the Employer Representative set out below in Clause 1.10 or to such other person as the Employer may from time to time designate by notice to the Consultant; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of Tender Document and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Authorised Member shall act on behalf of the Members in exercising all the

Consultant's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.10 Authorised Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The Employer may, from time to time, designate one of its officials as the Employer Representative. Unless otherwise notified, the Employer Representative shall be:
Deputy Chief Project Manager, DFCCIL, Pt Deen Dayal Upadhyaya (Mughal Sarai).
- 1.10.3 The Consultant will designate the Project Manager, who is the Team Leader of the Consultancy Team as Consultant's Representative.

1.11 Taxes and duties

Unless otherwise specified in the Contract, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Employer shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and be effective from the date specified in the Letter of Acceptance of this Contract (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within the period specified in either the Letter of Acceptance or the Notice to Proceed, unless otherwise agreed by the Parties.

2.3 Termination of Contract for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Employer may, by not less than 2 (two) weeks' notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration, the Bid Security, the Retention Money and the Performance Guarantee of the Consultant shall stand forfeited.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.9 hereof, this Contract shall expire when the Services have been completed, all payments due under this Contract have been made and a period of one month has elapsed after expiry of the Defect Liability (Notification) Period.

2.5 Entire Contract

- 2.5.1 This Contract, the LOA, the GCC, the SCC, the Terms of Reference and other Annexure together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of

the Tender Document shall continue to subsist and shall be deemed as part of this Contract.

- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Contract, the provisions of Tender Document shall apply.

2.6 Modification of Contract

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) 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 hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Contract

The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During or any time after the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall not be reimbursed any costs incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Contract

The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Contract or shall fail to perform any of its obligations under this Contract, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Contract

2.9.1 The Employer may, by not less than thirty (30) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Contract if:

(a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently granted in writing;

(b) the Consultant becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;

(d) the Consultant submits to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultant knows to be false;

(e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

(f) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(g) the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 Upon termination of this Contract pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right or remedy which a Party may have under this Contract or the Applicable Law. Upon termination of this Contract pursuant to Clauses 2.3 or 2.9 hereof, the Retention Money and the Performance Guarantee shall be forfeited by the Employer.

2.9.3 Cessation of Services

Upon termination of this Contract pursuant to Clauses 2.9.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 hereof, the Employer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultant's personnel.

2.10 Supersession of the Consultant

In case a situation so arise, the Employer may supersede any or all of the instructions issued by the Consultant to the Contractor(s) during a particular period of time by issuing its own fresh instructions to the Contractor(s). Further the Employer may take over any or part of activities hitherto being carried out by the Consultant and this may cause removal of certain Personnel from the Project(s) by the Consultant. The Consultant shall not be entitled for any compensation over any of the actions of Employer specified under this Clause.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Employer,

and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") of this Contract. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Contract.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) After the termination of this Contract, such other activities as may be specified in the Contract; or
- (c) At any time, such other activities as have been specified in the Tender Document as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions discounts, etc. The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any of its Personnel or agents, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Contract, the Employer shall be entitled to terminate this Contract forthwith by a communication in writing to the Consultant, without being liable in any manner

whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract. In such an event, the Employer shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Employer towards, inter alia, time, cost and effort of the Employer, without prejudice to the Employer's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Employer under Clause 3.2.5 above and the other rights and remedies which the Employer may have under this Contract, if the Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the Consultant shall not be eligible to participate in any tender or Tender Document issued during a period of 2 (two) years from the date the Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Contract before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
(ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Employer under this Contract;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant or its Personnel shall not, either during the term or within two years after the expiration or termination of this Contract, disclose any proprietary information,

including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Employer to the Consultant and its Personnel; any information provided by or relating to the Employer, its technology, technical processes, business affairs or finances or any information relating to the Employer's employees, officers or other professionals or suppliers, customers, or contractors of the Employer; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Contract ("Confidential Information"), without the prior written consent of the Employer. Notwithstanding the aforesaid, the Consultant or its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant and its Personnel become a part of the public knowledge from a source other than the Consultant and its Personnel;
- (ii) Was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant and its Personnel shall give the Employer, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the Employer

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. The authority to decide and quantify the Consultant's liability in terms of this Clause shall rest with the Employer. However, this authority shall be exercised by an officer of rank not less than the Director of the Employer.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Employer's property, shall not be liable to the Employer:

- (i) For any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Contract Value set forth in Clause 6.1.2 of this Contract, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher. This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third

Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.4.4 Indemnity

The Consultant shall, subject to the provisions of the Contract, indemnify the Employer for any direct loss or damage that is caused due to any deficiency in the Services including any excess payment claimed by the Contractor and paid by the Employer either due to oversight by the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel. The Consultant shall take out and maintain professional insurance at his own cost for the amount specified in Clause 3.5 towards this end. This shall be over and above the Retention Money and Performance Guarantee specified in Clause 7.1.

3.5 Insurance to be taken out by the Consultant

3.5.1(a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the DFCCIL, insurance against the risks, and for the coverage, as specified in the Agreement and in accordance with good industry practice.

- b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the DFCCIL, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the DFCCIL shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the DFCCIL.
- d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the DFCCIL as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the DFCCIL as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverage shall include but not be limited to the following:

- a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of **Rs. 6.0 crores (Rupees Six Crore)**.

- b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- c) Professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the Agreement value. In case of JV, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall,

- (i) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges), and
- (ii) Permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.7 Consultant's actions requiring the Employer's prior approval

The Consultant shall obtain the Employer's prior approval before taking any of the following actions:

- (a) Appointing such members of the Professional Personnel for the project or
- (b) Any other action that may be specified in this Contract.

3.8 Reporting obligations

The Consultant shall submit to the Employer the reports and documents specified in the Contract, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Employer

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Employer, and the Consultant shall, not later than termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Contract.
- 3.9.2 The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

3.10 Equipment and materials furnished by the Employer

Equipment and materials, if made available to the Consultant by the Employer shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall furnish forthwith to the Employer, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Employer. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Employer in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Employer, and officials of the Employer; having authority from the Employer; is provided unrestricted access to the Project Office and to all Personnel during office hours. Employer's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Employer against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practices. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey/ investigations.

3.13. Performance Guarantee (P.G.)

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;

- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of DFCCIL (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with DFCCIL, shall be returned to Contractor as per his request duly safeguarding the interest of DFCCIL.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with DFCCIL.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India / DFCCIL any amount due, either as agreed by the Contractor or determined under any of the

Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 2.9

(h) The tenderer who has offered lower total cost as compared to tender value by more than 10%, shall be required to submit additional Performance Guarantee of value equal to percentage of tender value by which offer is lower than 10%.

4 CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services. The personnel shall be working from the office/place of Consultant except being required to visit site for survey, site visit, meeting etc. There is no separate payment for Consultant's personnel except for items carried out under different Schedules of Financial Bid Form-3 and Form-4.

4.2 Deployment of Personnel

4.2.1 The designations and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel shall be provided to Employer.

4.2.3 The Employer may direct the Consultant to replace any Key Personnel at any time during the implementation of the Contract on the basis of non-satisfactory performance or otherwise and the Consultant shall have to replace the Key Personnel with equally or more competent and experienced personnel to the satisfaction of the Employer.

4.2.4 In the event that any of the personnel is found by the Employer to be incompetent, guilty of misbehavior, or incapable in discharging the assigned responsibilities, the Employer may direct the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience

4.2.5 Escalation in consultancy fees

The rates of different items set forth in the contract shall be adjusted every 12 months from date of issue of LOA by increasing it by a factor of **Six (6%) percent**.

4.3 Approval of Personnel

The Key Personnel deployed by the Consultant for this contract shall be approved by the Employer. The list of Sub-Key personnel and other staff shall also be approved by the employer. The number of Key-Personnel deployed in this project shall be adequate to meet the construction time line of project. The number of Key personnel shall be increased suitably as per direction of Employer.

4.4 Substitution of Key Personnel

The Employer expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Employer will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution of Key Personnel shall be subject to equally or better qualified and experienced personnel being provided in replacement, to the satisfaction of the Employer.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave by DFCCIL.

5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance in clearances etc.

Unless otherwise specified in the Contract, the Employer shall make best efforts to ensure that the DFCCIL shall:

(a) Provide the Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant or its Personnel to perform the Services;

(b) Facilitate prompt clearance through customs of any equipment/article required to be imported for the Services; and

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to land and property

The Employer assures that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services.

5.3 Change in Applicable Law

If, after the date of this Contract, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two percent) of the Contract Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Contract Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Contract Value

6.1.1 The Contract Value towards the cost of the Services shall be as specified in the recital of the Contract. Estimates of the cost of the Services and rates thereof payable to the Consultant is set forth in Form - 4.

6.1.2 Except as provided under Clause 4.2.5 and Form - 3 and Form -4 (Financial Offer) or as may be otherwise agreed under Clause 4.2.6 the payments under this Contract shall not exceed the Contract value.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

- 6.3.1 A Mobilization Advance for an amount up to 5% (five percent) of the Contract Value at an interest rate of 10% per annum compounded yearly, shall be paid to the Consultant on request. The mobilisation advance shall be against an irrevocable bank guarantee of value 110% of the mobilisation advance requested by the Consultant. The bank guarantee shall be from a Nationalised Bank of India or State Bank of India or Scheduled Commercial Bank of India, National Saving Certificates.

Deductions shall commence in the bills in which the total of all payments to the consultant (excluding the advance payment, and deduction and repayments of retention) exceeds 10% of the accepted contract amount.

Deductions shall be made at the amortisation rate of one quarter (25%) of the amount of each bill (excluding the advance payment, and deduction and repayments of retention) until such time as the advance payment has been repaid.

- 6.3.2 The Consultant shall be paid for the Services as per the Payment Schedule at Form – 4 of this Contract.
- 6.3.3 There is no separate payment for Personnel engaged by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Retention Money and Performance Guarantee/ Security

- 7.1.1 Bid Security of the successful Consultant who is awarded the Consultancy shall be retained by the Employer as part of security for the due and faithful fulfilment of the Contract (towards the “Retention Money”) by the Consultant. The amount of the Retention money shall be 5% of the Contract Value. The balance amount to make up the Retention money for this Consultancy will be recovered from the Consultant’s running bills @ 10% deduction from each such bill. Further the Consultant shall deposit a performance guarantee (the “Performance Guarantee”) for an amount not less than 5% of the Contract Value in the form of a Bank Guarantee in the Format at Form – 6 of Contract prior to the time of execution of the Contract. The Performance Guarantee submitted in form of Bank Guarantee shall be have validity minimum upto 60 days beyond the defect liability (Notification) period. Retention money will be appropriated and Performance Guarantee will be encashed, partly or fully, against breach of this Contract or for recovery of liquidated damages as specified in Clause 7.2 herein. The Consultant shall recoup the Performance Guarantee within one month of any encashment by the Employer. The Retention money and the Performance Guarantee shall be returned to the Consultant at the end of the Defect Liability (Notification) Period as specified in Clause 8 hereunder.

7.2 Liquidated Damages

- 7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Employer in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

7.2.2 Liquidated Damages for delay

In case of delay in commissioning of the Project leading to delay in completion of Services, due to reasons attributable to the Design Consultant, liquidated damages not exceeding an amount equal to 0.05% (zero point zero five percent) of the Contract Value per day, subject to a maximum of 5% (five percent) of the Contract Value will be imposed on the consultant and shall be recovered by appropriation from the Retention money or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Liquidated Damages for excess payment to the Contractor (s) due to designs defect:

In case of any excess payment to the Contractor(s), either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel, liquidated damages not exceeding an amount equal to 10% (ten percent) of the amount of excess payment shall be levied on the Consultant and shall be recovered by appropriation from the Retention money or otherwise.

7.2.4 Encashment and appropriation of Retention money and Performance Guarantee:

The Employer shall have the right to invoke and appropriate the Retention money and Performance Guarantee, in whole or in part, without notice to the Consultant in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 7.2. In the event any portion of the Retention money is appropriated by Employers, then immediately following such appropriation, the Consultant shall replenish the Performance Guarantee within 1 (one) month of its appropriation, and in the event of default by the Consultant, Employers shall have the right to take such steps as it may deem necessary, including termination of this Agreement.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Employer, other penal actions including temporarily withholding of part payment from on account bills, penalty recoverable from on account bills, and debarring for a specified period may also be initiated as per policy of the Employer

8. Defect Liability (Notification) Period

The defect liability period (the "Defect NotificationPeriod") for the Consultancy shall be 24 months from the completion date of the works contract. The Consultant shall continue to be liable during the Defect Liability Period for any deficiency in Services rendered by it, any defect noticed in the works which is attributable to such deficiency in Services, or any excess payment made to the Contractor(s) due to improper check by the Consultant's Personnel. The Consultant shall continue to assist the Employer during the Defect Liability Period, as and when need arises, on any matter related to the Project(s) that is incidental to the Services rendered by the Consultant.

Retention money and Performance Guarantee shall continue to remain with the Employer and the Professional Insurance taken by the Consultant for this Contract shall continue to remain applicable during the Defect Liability Period. The Retention Money and the Performance Guarantee shall be returned to the Consultant after expiry of the Defect Liability Period provided the Employer has no claim against the Consultant.

9. FAIRNESS AND GOOD FAITH

9.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

9.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

10. SETTLEMENT OF DISPUTES

10.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

10.2 Dispute resolution

10.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

10.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non privileged records, information and data pertaining to any Dispute.

10.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Conciliator appointed by Managing Director/ Director of DFCCIL for amicable settlement, and upon such reference, the Conciliator shall meet no later than 21 days from the date of reference to discuss and attempt to amicably resolve the Dispute. The process of Conciliation shall be in accordance with Arbitration and Conciliation Act, 2015. If such meeting does not take place within the 21 days period or the Dispute is not amicably settled within 30 days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of clause 10.4.

10.4 Arbitration

- 10.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 10.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 2015. The seat of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.
- 10.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made by MD /DFCCIL. The arbitration tribunal shall be selected from a arbitration panel of 5 Arbitrators provided by DFCCIL.
- 10.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 10.4 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Employer agree and undertake to carry out such Award without delay.
- 10.4.4 The Consultant and the Employer agree that an Award may be enforced against the Consultant and/or the Employer, as the case may be, and their respective assets wherever situated.
- 10.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- 10.4.6 Arbitrator's fee and other admissible expenses shall be as per DFCC prescribed norms.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Signature of Tenderer

Amit

PART - I
CHAPTER-V

SPECIAL CONDITIONS OF CONTRACT

A) Amendments and Supplements to Clause in the General Conditions of Contract (GCC)

S.No.	GCC Clause No.	Subject	Amended/Supplement as
1	1.7	Notices	Communication through email is also accepted subject to be confirmed in writing/post.
2	1.7	Notices	The address for Client/Employer Dedicated Freight Corridor Corporation of India Limited (Through General Manager/Co), Manas Nagar Railway Colony Pt Deen Dayal Upadhyay Nagar District- Chandauli (UP) Email: ajitmishra@dfcc.co.in and cpmmgs@gmail.com Website: www.dfccil.com
3	2.1	Effectiveness of Contract	Effective Date of Contract is the date of issue of Letter of Acceptance by the Employer
4	8	Defect Liability Period	24 Months after completion of work

TECHNICAL SPECIFICATIONS

PART - II

CHAPTER-I

**Special Conditions and Technical Specifications
FOR
TOPOGRAPHIC SURVEY**

1.0 SCOPE OF WORK

The Scope of work consists of review of topographic survey of 1km length per ROB in approaches with a corridor of 100 m and, spot leveling, pillar fixing, processing of data to generate plan and Longitudinal section as per specified scale and details of the site.

For development of key plan and GAD, topographic survey of 1Km x 100m corridor will be provided by DFCCIL, Contractor has to review the Final Location Survey (FLS).

PART -II
CHAPTER-II
Special Conditions and Technical Specifications
FOR
GEOTECHNICAL INVESTIGATION

I. Field Investigation - in SOIL

Boreholes shall be drilled at specified locations to obtain information about the sub soil profile, its nature and strength and to collect soil samples for strata identification and conducting laboratory tests. The minimum diameter of the borehole shall be 150 mm and boring shall be carried out in accordance with the provisions of IS: 1892. The depth of the individual borehole shall be restricted to 40m.

a) Standard Penetration Test

SPT shall be conducted by standard spilt spoon sampler at every 3.0m interval starting from first sample at 1.5m depth or at the change of stratum as per IS: 2131. The test shall be performed by driving the sampler with 63.5 kg hammer falling through a free fall height of 75cm. Number of blows shall be recorded for every 15cm penetration down to a maximum depth of 45 cm. Number of blows required to penetrate the last 30cm is taken as SPT 'N' value. On extracting the sampler, soil entrapped in the sampler shall be taken and representative soil sample shall be preserved as disturbed sample in polythene bags to prevent loss of fines.

b) Collection of Undisturbed Sample

Undisturbed soil sample shall be collected from clayey/sandy/silty strata at 3.0m intervals starting the first sample at 3.0m depth in 100 mm diameter thin walled steel samplers of about 50 cm length with built in tapered cutting edge at the driving end. These tubes shall be pushed at the bottom of the borehole by hammering, penetration being restricted to 45 cm. on extracting the sampler loose material shall be removed from the other end of cutting edge and then sealed with paraffin wax to avoid loss of moisture. Sample tubes shall be transported to laboratory for testing.

II. Field Investigation - in Rock

- a) Core drilling shall be done by diamond core drilling machine using diamond bit. The feed or thrust to the drilling bit shall be actuated by hydraulic RIG. The equipment or set up shall be capable of recovering at least 75% of the drilled volume. The diamond core drilling equipment and procedure for drilling shall conform to IS: 6926. The equipment shall be provided with necessary facilities to regulate the spindle speed, bit pressure and water pressure during core drilling to get good core recovery.
- b) Drilling shall be carried out with NX size diamond tipped drill bits or impregnated diamond bit depending on the type of rock encountered. Double tube swivel core barrel conforming to IS: 6926 shall be used to ensure good core recovery and to pick up cores from the layers of rocks. Suitable core catches shall be used to ensure continuous and good core recovery.
- c) In general, the drilling run shall be of 1.5 m length, however this can be increased to 3.0m provided the core recovery is observed more than 80% in two successive 1.5m drill run. In boulder strata and highly weathered/jointed rocky strata having core recovery less than 20%, SPT shall be conducted in vertical boreholes at an interval of 3m or wherever there is change in strata.

- d) The depth of borehole, wherever rock is encountered shall be restricted to 40m or 5m in fresh and hard rock, whichever is earlier.

III. Laboratory Testing

Routine laboratory testing on soil/rock samples shall be carried out. Type & no. of tests will depend on availability of samples and shall be decided by GT experts/Consultants.

- a) Types of tests on Undisturbed/Disturbed Samples of soil will be out of :

- i. Visual and Engineering Classification.
- ii. Sieve Analysis and Hydrometer Analysis.
- iii. Liquid Limit, plastic limit, and Plasticity Index.
- iv. Specific Gravity.
- v. Bulk Density and Moisture Content.
- vi. Unconfined Compressive Test on selected samples.
- vii. Box shear test (In case of cohesion less soil) on selected samples.
- viii. Consolidation test on selected samples.
- ix. Triaxial shear test (U.U)

- b) Type of test on selected Rock Samples will be out of :-

- i. Specific Gravity
- ii. Unconfined Compressive strength test
- iii. Porosity, moisture content and water absorption test.

IV. REPORT TO BE SUBMITTED:

After completion of the Geotechnical Investigation work, the Consultant shall submit the results of tests on various samples of each bore hole in a proper tabular form as per relevant IS codes along with his detailed Report in six copies.

Geotechnical report shall cover the geology and seismicity of area, details of lab test results, borelog details. Based upon field and lab results, the Consultant will work out two options i.e. pile as well open foundation. For open foundation, net allowable bearing capacity will be worked out based upon bearing pressure and settlement criteria. For pile foundations, safe design load carrying capacity and safe uplift capacity of pile foundation will be worked out. Based upon the test details and site conditions, type of foundation will be worked out by the Consultant. Justification for adoption of pile foundation will be part of Geotechnical report.

V. MISCELLANEOUS:

If the Consultant does not have facility of any of the laboratory tests indicated herein he is at liberty to get the testing done at any outside laboratory of repute at his own expense. In such a case however the Consultant must explicitly state as to space where he intends to get the samples tested and have the prior approval of the Engineer.

ADDITIONAL TECHNICAL SPECIFICATIONS

PART -III
CHAPTER-I
CODES & SPECIFICATIONS TO BE FOLLOWED

3.1 List, though not exhaustive, of Codes / Specification with up to date corrections slip to be followed is as under:

3.1.1 Earthworks, Blanket & Ballast

- a) IS:2720 Part 2 Determination of water content.
- b) IS:2720 Part-4 Grain size analysis.
- c) IS:2720 Part-5 Determination of liquid and plastic limits.
- d) IS:2720 Part-8 Determination of water content- dry density relation using heavy compaction.
- e) IS:2720 Part-16 Laboratory determination of CBR.
- f) Ministry of Railways Guidelines for earth work in Railway Projects No.GE: G-1, July 2003
- g) Ministry of Railways Guidelines for earthwork in railway projects, Guideline No. GE: G-0014 Nov 2009.
- h) Ministry of Railway Specification for Mechanically Produced Blanketing Material For Railway Formations Including Guidelines for Laying No GE: IRS -2
- i) Ministry of Road Transport and Highways Specification for Bridge Works, 4th edition.
- j) Report on "Guidelines for Use of Geosynthetics On Railway Formation Including Specifications" (Provisional) Report No. RDSO/2007/GE: G0009(D) July 2008
- k) Concept and Design of Reinforced Earth Structures Report No. GE: R 73 June - 2005
- l) IRS-GE-1, Specifications for Track Ballast

3.1.2 Civil Structures

- a) IR 25T / 32.5T Loading Standards.
- b) IR Bridge Rules.
- c) IR Code of Practice for the Design of Substructures and Foundation of Bridge (Bridge Substructure and Foundation Code).
- d) IR Manual of Design and construction of Pile and Well Foundations.
- e) IR Code of Practice for Plain and Reinforced Concrete Bridge Construction (Concrete Bridge Code).
- f) IR Code of Practice for the Design of Steel Or Wrought Iron Bridges Carrying Rail, Road or Pedestrian Traffic (Steel Bridge Code),
- g) IR Codes and Specifications Welded Bridge Code
- h) BS 5400 for Bearings of Bridges
- i) DFC Schedule of Dimensions.
- j) Indian Railway Schedule of Dimensions (SOD)
- k) Indian Railway Works Manual,
- l) Indian Railway Bridge Manual
- m) IS 456- Code of Practice for Plain and Reinforced Concrete.
- n) IS 2911 (all Parts) Code of Practice for Design and Construction of Pile Foundations.
- o) IS 1493- Design of Bored and Cast Situ Piles
- p) IS 1893- Indian Seismic Code
- q) IS 1343 Code of Practice for Pre-stressed Concrete.
- r) IRS B1-2001 with latest amendment or latest version
- s) UIC 774-3R- Track / Bridge Interaction.
- t) Code of practice for Ready mix concrete - IS 4926

- u) Indian Railways Unified Standard Schedule of Rates (Formation works, Bridge Works and P.Way Works), 2019 and Indian Railways Unified Standard Specifications (Formation works, Bridge Works and P.Way Works), 2019

3.1.3 In case of any conflict between Technical Specification, Additional Technical Specification mentioned of Tender Document, Codes / Specifications mentioned above or otherwise or regarding correct applicability of relevant specification, the decision of DFCCIL shall be final and binding.

PART -III
CHAPTER-II
PRIORITY OF DOCUMENTS

(i) Priorities of documents

The several documents forming the contract are to be taken as mutually explanatory as one another. If any inconsistency or discrepancy is found in the documents and Client/Employer shall issue any necessary Clarification or instruction. For the purpose of interpretation the priority of documents shall be in accordance with the following sequence.

1. The Contract Agreement (if completed)
2. The Letter of Award
3. Letter of Invitation, if any
4. Terms of Reference (TOR)/General Instruction to Tenderer
5. The Schedules
6. Special Condition of Contract (SCC)
7. General Conditions of Contract (GCC)
8. Any other documents forming part of Contract.

MILESTONES AND TIMESCHEDULE

PART-IV

CHAPTER - I

MILESTONES AND TIME SCHEDULE

4.1.1 Time Schedule:**4.1.1.1 Time of start and completion:**

The time allowed for execution of the works is 24 (Twenty Four) from the date of issue of letter of acceptance from DFCCIL.

The contractor shall be expected to mobilize to the site of works and commence execution of the works within 10 (days) from issue of Acceptance Letter by DFCCIL. The contractor shall be expected to complete the whole work ordered on the contractor within 24 (Twenty Four) from the date of issue of Acceptance Letter by DFCCIL.

If the contractor commits defaults in commencing execution of the works as afore stated, DFCCIL shall without prejudice to any other right to remedy, be at liberty to forfeit fully the Earnest Money Deposit and performance guarantee of the contractor.

4.1.1.2 Progress of works:

The contractor shall submit a programme of work in the form of a Bar Chart of all the activities in consistence with milestone target envisaged below. In case this bar chart requires to be modified, the Engineer and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated as 24 months for the completion of the works as the milestone targets specified below of these special conditions. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreements between the Engineer and the contractor within the limitation of 12 months as overall completion period.

4.1.2 Achievement of milestone progress:

In order to ensure progress during the execution of the work the contractor will be expected to achieve the following milestone targets ahead of dates mentioned against each. Failure to achieve accomplished milestone targets within allocated timeframe, save for reason accepted as laid by the Engineer shall create and constitute the ground for failure on the part of contractor for maintaining progress of the work as per agreed programme.

SN	Milestone Targets	Time allocated within which to achieve completion
1	Physical commencement of work	D+10 days
2	Mobilization at site with equipment	D +20 days
3	Submission of GADs	D+45
4	Geotechnical Investigation for GAD	D+40
5	Submission of full Geotechnical Report	D+75
6	Submission of Hydrological Investigation Report	D+45
7	Submission of detailed design for foundation	D+90
8	Submission of detailed design for substructure	D+120
9	Submission of detailed design for superstructure	D+140
10	Approval of Design and Proof checked by IIT	D+140
11	Completion of contract	D+720

**TENDER FORMS
(INCLUDING SCHEDULE OF PRICES)**

PART- IV
CHAPTER II
TENDER FORMS

FORM No.	SUBJECT
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Contract Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	Standing indemnity bond for on account payment.
Form No. 8	ECS / NEFT / RTGS
Form No. 9	Format of Bank Guarantee for Mobilisation Advance
Form No. 10	Format of Pre-Contract Integrity Pact
Form No. 11	Summary of Insurance
Form No. 12	Format for Affidavit
Form No. 13	Format for Guarantee Bonds
Form No. 14	Designers Certificate

OFFER LETTER**Tender No. MGS/EN/RFO-RUB-FOB /DRG-Design/315**

Name of work: Consultancy Services for verification of final Location Survey (FLS), Preparation of GAD; Preparation of Detailed Drawings and Designs for Foundation, Sub-structure & Super-Structure of Obligatory Spans, Viaduct Spans, Approaches in retaining wall and filled-up soils including bridges on canals/rivers and road crossings etc. in approaches and all allied structures; Conducting Geotechnical and Hydrological Investigations for Construction of two numbers Rail Flyover (RFO) near Sasaram and Pt. Deen Dayal Upadhyay (DDU) Stations in connection with construction of Eastern Dedicated Freight Corridor .

To,
The General Manager/Co,
DFCCIL Office
Manas Nagar Railway Colony
Pt Deen Dayal Upadhyay Nagar
District- Chandauli (UP)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.;
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in accordance with para.1.2.13 (ii)(v)(a) of Preamble and General Instructions to tenderers.
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.2.13 (ii) (v) (b) of Preamble and General Instructions to tenderers.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name
In the capacity of
Signed
Duly authorized to sign the Bid for and on behalf of
Date

TENDERER'S CREDENTIALS

S. No.	Description
1	For technical experience/competence, give details of similar completed works during the last three financial years (i.e. current Financial year and three previous Financial Years) in the proforma given in Form-2A
2	For financial capacity and organizational resources, give details of contractual payments received for the last three financial years (i.e current Financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
3	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

TECHNICAL ELIGIBILITY CRITERIA DETAILS

Details of the similar works completed (as per Para 1.2.12 of Preamble and General Instructions to Tenderers)

Similar Contract No.		
Contract Identification		
Award date		
Completion date		
Role in Contract	Prime Contractor	Member in JV
Total Contract Amount (Rs.)*		
If member in a JV, specify participation in total Contract amount	<i>[insert a Total contract amount in Rs. percentage amount]</i>	
Employer's Name: Address: Telephone/fax number E-mail:		
Description of the similarity in accordance with Criteria 1.2.12(A)		

* Note: (i) Tenderer is advised to carefully go through the technical eligibility criteria mentioned in para 1.2.12(A)

(ii) The bidder shall attach certified completion certificates issued by the client as per Eligibility Criteria of the tender documents.

Signature of the
Tenderer with Seal

FINANCIAL ELIGIBILITY CRITERIA DETAILS

Each Bidder or each member of JV must fill in this form separately. Name of Bidder/JV Partner

Details of contractual payments (Construction only) received during the last three financial years and current financial year

Contractual payments received (Construction only)	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year (2020-2021)	
2019- 2020	
2018- 2019	
2017 - 2018	
Total Contractual Payment	

Note: The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or form 16-A issued by the Employer as per clause 1.2.12 of Preamble and General Instructions to Tenderers. The information in Form 2B may be submitted with due certification of CA.

The bidder shall attach necessary documents in support of the above.

**Signature of the
Tenderer with Seal**

Certified by CA

Name & registration No :

Address:

Place & Date:

Seal

APPLICANT'S PARTY INFORMATION FORM

Applicant name: <i>[insert full name]</i>
Applicant's Party name: <i>[insert full name of Applicant's Party]</i>
Applicant's Party country of registration: <i>[indicate country of registration]</i>
Applicant Party's year of constitution: <i>[indicate year of constitution]</i>
Applicant Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant Party's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Signature of the
Tenderer with Seal**

FORM-3 & 4

SUMMARY & SCHEDULE OF PRICES & TOTAL PRICES

At Annexure -B

**SAMPLE
AGREEMENT
CONTRACT AGREEMENT**

**(To be executed on requisite value of stamp papers)
Agreement**

This agreement made on day of (Month/Year) between DFCCIL, acting through **General Manager/Coordination/DDU, DFCCIL**, Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai), Chandauli -232101, Uttar Pradesh, India (hereafter called the "employer/engineer) of the one part and (Name/Address of the offerer) (herein after called the offerer) of the other part.

and

(2) -----, a company / corporation / JV incorporated under the laws of -----
---having its principal place of business at----- (herein after called "the Contractor").

WHEREAS in reference to a call for Tender for [Name of Work] as per [Tender No] at Annexure "A" here to, the Contractor has submitted a Tender here to and where as the said Tender of the contractor has been accepted for the captioned work as per copy of the Letter of Acceptance of Tender No----- dated - ---complete with enclosure at the accepted rates and at an estimated contract value of Rs. _____ (Rupees_ only). Now the agreement with witnesseth to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure 'A' and 'B' hereto and upon such supply, execution and performance to the satisfaction of the Employer, the Employer shall pay to the contractor at the several rates accepted as per the said Annexure 'B' and in terms of the provisions therein.

IN WITNESS WHERE OF the parties hereto have caused their respective Common Seals to be here unto affixed/ (or have here unto set the irrespctive hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said Name

on behalf of the Contractor in the presence of:

Witness _____

Name _____

Address _____

By the said Name

on behalf of the Contractor in the presence of

Witness _____

Name _____

Address _____

Enclosures:-

1. Annexure 'A' -Tender Papers

2. Annexure 'B' -Letter of Acceptance of Tender No.

Dated

Along with Summary of Prices

SAMPLE

Name of the Bank _____

Managing Director/ DFCCIL _____ Bank Guarantee Bond No. _____
 Acting through _____ (Designation Dated _____ and address of contract signing authority)

PERFORMANCE GUARANTEE BOND

In consideration of the Managing Director/ DFCCIL acting through _____ (Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited, New Delhi hereinafter called "DFCCIL") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. _____ dated _____ made between _____ (Designation & address of contract signing Authority) and _____ (hereinafter called "the said contractor(s)" for the work _____ (hereinafter called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. _____ (Rs. only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We (indicate the name of the Bank) hereinafter referred to as the Bank, under take to pay the Government an amount not exceeding Rs. _____ (Rs. _____ only) on demand by the government
2. We _____ (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the GROUP GENERAL MANAGER/ FINANCE Dedicated Freight Corridor Corporation of India Limited, New Delhi or (Designation & Address of contract signing authority, DFCCIL stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs. _____ only).
- 3(a) We _____ (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
- (b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We, _____ (indicate the name of 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 Government 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 the Government, certify that the terms and conditions of the

said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. (a) Notwithstanding any thing 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 Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity / extended period of validity of guarantee from the date aforesaid.

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

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

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).

8. We _____(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid upto _____(Date of completion plus60 days beyond that). Unless extend on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. _____ only) unless a demand under this guarantee is made on us in writing on or before we, shall be discharged from our liabilities under this guarantee thereafter.

Dated _____ the day of the for _____ (indicate the name of Bank)

**Signature of Bank Authorize official
(Name):**

Designation:

Full Address.

Witness:

1. _____

2.

FORM No. 7

**SAMPLE
STANDING INDEMNITY BOND FOR "ON ACCOUNT" PAYMENTS**

(On paper of requisite stamp value)

We, M/s _____ hereby undertake that we hold at our stores Depot/s at _____ for and on behalf of the Managing Director/ DFCCIL acting in the premises through the Chief Project Manager / DFCCIL/Mughalsarai or his successor (hereinafter referred to as "The Employer") all materials for which "On Account" payments have been made to us against the Contract for (_____) on the section _____ DFCCIL also referred to as Group/s _____ vide letter of Acceptance of Ternder _____ dated _____ and material handed over to us by the employer for the purposed of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the General Manager/Co/DFCCIL/DDU in charge of Dedicated Freight Corridor Corporation of India Limited (Whose address will be intimated in due course.

Should any loss, damage or deterioration of materials occur or surplus material disposed off and refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion of Part IV, Chapter - II (Form - 4) to the Contract (as applicable) and also compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day ____ day of _____
for and on behalf of
M/s _____ (Contractor)
Signature of witness
Name of witness in Block letter.
Address.

ECS / NEFT / RTGS
MANDATE FORM

Date :-

To,

Dy CPM (Finance)

DFCCIL, Mughalsarai

Sub : ECS / NEFT / RTGS payments

We refer to the ECS / NEFT / RTGS set up by DFCCIL for remittance of our payments using RBI's NEFT / RTGS scheme, our payments may be made through the above scheme to our under noted account.

Name of Bank	
Name of City Bank Code No Name of Bank Branch	
Branch Code No	
Address of Bank Branch	
Telephone Number of Bank Branch Fax No of Bank Branch Name of customer / Tenderer as per account Account Number of Tenderer appearing on cheque book	
Type of Account (S. B. / Current / Cash credit)	
IFSC code for NEFT	
IFSC code for RTGS	
9-Digit-code number of the bank and branch appearing on the MICR cheque issued by the bank.	
Details of Cancelled Cheque leaf	
Telephone no of tenderer	
Cell Phone Number of the tenderer to whom details with regard to the status of bill submitted to Accounts Office i.e Co6 & Co7 & Cheque Purchase Orders particulars can be intimated through SMS	
Tenderer's E-mail ID	

Confirmed by Bank signature of tenderer With stamp and address
Enclose a copy of crossed cheque

**SAMPLE
FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE**

(Clause 6.3.1, Part - I, Chapter - V)

Bank guarantee made on this Between
..... (hereinafter called "**the Bank**") of the One Part and Dedicated Freight Corridor Corporation of India Limited. (hereinafter called "**the Employer**") of the other Part.

WHEREAS Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for "....." (hereinafter called "**the Contractor**"), having its registered office at

AND WHEREAS vide Clause 6.3.1 of Part - I, Chapter V, General Conditions of Contract, Mobilization Advance up to ____% (____ percent) of the original contract value of Rs..... is payable to the contractor against Bank Guarantees, the contractor hereby applies for Mobilization Advance of ____% (____ percent) amounting to Rs...../- (Rupees.....) of the Contract Price,

Now, we the undersigned, Bank of, being fully authorized to sign and to incur obligations for and on behalf of and in the name of Bank ofhereby declare that the said Bank will guarantee the Employer the full amount of Rs.-/- (Rupees.....) as stated above.

We, Bank of, do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the contractor to the extent of Rs.-/(Rupees.....) without any demur, reservation, context, recourse or protest and/or without any reference to the contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

This guarantee is valid till

At any time during the period in which this guarantee still valid of the contractor fails to fulfil its obligation under the Contract, it is understood that the Bank will extend this guarantee under the same condition for the required time on demand by the Employer at the cost of the contractor.

The Guarantee herein before contained shall not be affected by any change in the constitution of the Bank or of the contractor

The neglect or forbearance of the Employer in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the Bank of their liability under this Deed.

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

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs...../-(Rupees.....)

this bank Guarantee shall be valid up to.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before
.....(date of expiry of Guarantee).

In witness whereof we of the Bank have signed and sealed this Guarantee on theday
of being herewith duly authorized.

For and on behalf of the Bank of

Signature of Authorized Bank Official

Name
Designation
Stamp/Seal of the bank
Signed, sealed and delivered for and on
Behalf of the bank by the above named

..... in the presence of

Witness 1

Signature
Name
Address

Witness 2

Signature
Name
Address

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----day of the month of----- 20xx, between, on one hand, the DFCCIL acting through Shri ----- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----- represented by Shri ----- Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

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

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

Commitments of the CLIENT

1.0

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.

- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
 - 1.0
 - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
 - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
 - 3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
 - 3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
 - 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].

- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder' s firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the companies act 1956.

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

4. Previous Transaction

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER' s from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the [A] shall deposit as Earnest Money/Security Deposit as provided in the tender document.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A] shall entitle the CLIENT to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDERS would continue.
- (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].

- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
 - (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
 - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
 - (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.
6. Fall Clause
- 7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems were supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.
7. Independent Monitors
- 7.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)

- 7.2 the task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 7.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und 'contractual obligation to treat the information and documents of the [A] with confidentiality.
- 7.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.
8. Facilitation of Investigation
- In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall exte4nd all possible help for the purpose of such examination.
9. Law and Place of Jurisdiction
- This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.
10. Other Legal Actions
- The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
11. Validity
- 11.1 The validity of this integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].

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

12. The parties hereby sign this integrity pact at on

CLIENT

Name of the officer

Designation

Deptt./Ministry/PSU

Witness

BIDDER

CHIEF EXECUTIVE OFFICER

witness

1., 2.

Note:

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

[B]- To be replaced by contract/supply contract/consultancy contract/works contract as the case was may be.

SUMMARY OF INSURANCES
(Part - I, Chapter - V)

Insurance to be taken by the Contractor

In accordance with the provision of GCC Sub-Clause 3.5., the Consultant shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance sent for the below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

A. Third Party Liability Insurance

Amount (In Rs)	Deductible limits (in Rs.)	Parties insured (names)	From	To
Rs. 6 (Six) Crore	-	Contractor and Employer	Commencement date	Issue of the performance certificate.

B. Insurance against Injuries to Person and Damage to property-

Covering any loss, damage, death or bodily injuries which may occur to any physical property or to any person / animal covering loss and damage to Employer property and Employer's personal.

Amount (In Rs)	Deductible limits (in Rs.)	Parties insured (names)	From	To
Rs. 50 Lakh per occurrence with no limit on the number occurrences	-	Contractor and Employer	Commencement date	Issue of Performance certificate

C. Insurance for Consultant's Personnel

The Consultant shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Consultant or any other of the Contractor's Personnel. The Employer and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

D. Workers' Compensation

In accordance with the statutory requirement applicable in India.

E. Professional Indemnity Insurance

To cover professional negligence in the design of the works.

Amount (In Rs)	Deductible limits (in Rs.)	Parties insured (names)	From	To
Contract Value	-	Consultant and Employer	Commencement date	Issue of Performance certificate plus 3 years

F. Insurance to be taken by the Employer(DFCCIL)-Nil

**FORMAT FOR AFFIDEVIT TO BE UPLOADED BY TENDERER ALONGWITH
THE TENDER DOCUMENT**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer)**

Tender Notice No.....

Name of Work:.....

I (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No..... of DFCCIL, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

10. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
11. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
12. I/we hereby declare that I/we have downloaded the tender document from the website www.tenderwizard.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e evolution of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.
13. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
14. **I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and same shall be binding upon me/us.**
15. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.**
16. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire DFCCIL. Further, I/we (insert name of the tenderer)**..... and all my/our constituents understand that my/our offer shall be summarily rejected.
17. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and

Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer.**

Attestation before Magistrate/Notary Public

Note: Under prevailing lockdown situation due to COVID-19, if it is not possible to obtain the notarized affidavit on a non-judicial stamp paper, the tenderers may submit the same declaration/certificate on their letter-head alongwith reasonable proof of lockdown situation prevailing at their place.

FORMAT FOR GURANTEE BONDS

GUARANTEE BOND FOR DESIGNS

The agreement made this ----- day of ----- Two Thousand Eighteen between M/s----- (hereinafter called the Guarantor of the one part) and the Managing Director, Dedicated Freight Corridor Corporation of India Ltd. Acting through General Manager/Co/DDU (hereinafter called the DFCCIL of other part)

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract) dated-----made between the GUARANTOR OF THE ONE part and the DFCCIL of the other part, whereby the Guarantor who is the Contractor inter alia undertook the work of design of various structure for construction of Rail Flyover (RFO) at SSM and DDU Stations

In the said contract the design of different structures viz. RFO, Viaduct, Major/ Minor Bridges, Retaining Wall, Formation, Foundation, sub-structure / Super-structure etc are to be designed by the Guarantor/Consultant as per the standard specifications and following the basic design requirements as per detailed design report of the DFCCIL. Further the scope of detailed design of the structures to serve the minimum life of 50 /100 years/as per codal life of structures (to be reckoned from the date after the maintenance period) is within the purview of the Consultant.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain satisfactorily functional for twenty-five years to be reckoned from the date after the maintenance period, prescribed in the contract, expires.

During this period of guarantee, the guarantor shall make good all defects and for that matter shall replace at his risk and cost such elements of the joints i/c cost of installation and fixing of the structure to the satisfaction of the Engineer-In-Charge, at his cost and he shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-In-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department through some other contractor at the GUARANTOR's cost and risk. The decision of the Engineer-In-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the replacement/rectification or commits breach thereunder, then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the DFCCIL, the decision of the Engineer-In-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantor-----and General Manager, DFCCIL for and on behalf of the Managing Director, DFCCIL on the day, month and year first above written.

Signed, sealed and delivered by Guarantor in the presence of

1.

2.

(Guarantor)

Signed for and on behalf of General Manager, DFCCIL by Dy. C.P.M/DFCCIL, in the presence of

1

2

(Dy. C.P.M)



Design Certificate

[A Sample Formate, subject to Consent by the Engineer]

This Design Certificate refers to Submission No. which comprises:

[*Design Package No. / the Technical Design Submission/Technical Drawings Submission No. / Construction Design/Construction Drawings Submission no. / Technical Submission No.] in respect of :

[description of the Permanent Works / Temporary Works (as applicable) to which the submission refers]

The contents of this submission are scheduled in Part A below.

The documents scheduled in 'Part B' below, for which a "Notice of No Objection" has been issued, are of relevance to this submission.

Designer's Statement :

We hereby certify that :

a) the design of the Permanent Works / Temporary Works (as applicable), as illustrated and described in the documents scheduled in 'Part A' below, complies with the Employer's Requirements and Specifications requirements and [see note 1 below];

OR (in case of a Technical Design Submission in respect of those elements identified by the Contractor and consented by the Engineer) the preliminary designs, design briefs and works specifications of those elements of the Permanent Works / Temporary Works (as applicable) as illustrated and described in the documents scheduled in 'Part A' below comply with the Employer's Requirements and Specifications requirements and [see note 1 below];

OR (in case of a submission of documents that do not strictly comply with the previous documents for which "Notice of No Objection" has been received) the design of the Permanent Works / Temporary Works (as applicable), illustrated and described in the documents scheduled in 'Part A' below, complies with the Employer's Requirements and Specifications requirements and [see note 1 below] except in the following respects: (i) (to be completed by the Contractor / Designer)

b) an in-house check has been undertaken and completed to confirm the completeness, adequacy and validity of the design of the Permanent Works as illustrated and described in the documents scheduled in 'Part A' below;

c) all necessary and required consents / approvals relating to the design of the Permanent Works / Temporary Works (as applicable), as illustrated and described in the documents scheduled in 'Part A' below, have been obtained and copies of such consents / approvals are annexed in 'Part C' below; AND (in the case of a submission covering a part of the Permanent Works / Temporary Works (as applicable) only) :

d) all effects of the design comprising the submission on the design of adjacent or other parts of the Works have been fully taken into account in the design of those parts.

Signed by 'Authorised Representative'
(for Designer M/s -----)

Name

Position/ Designation

Date

Part A

Submission no. comprises the following :

1 Drawings : (Title, drawing number and revision)

1 Documents : (Title, reference number and revision)

1 Others :

Part B

Documents for which a "Notice of No Objection" has been issued and which are of relevance to this Submission No.

Document : Submitted with

[*Technical Design Package No.

...../

Technical Design Submission

No...../

The Consultant is required to provide this information in respect of each document in of each in Part B

Technical Drawings Submission No./ Technical Submission No.

...../ Date of Issue of "Notice of No Objection" (* Delete as appropriate)

Part C

[Consultant to attach copies of necessary and required consent / approvals]

(Dy. C.P.M)