



TENDER

FOR

**APPOINTMENT OF CONSULTANCY FIRM FOR PROVIDING COMPREHENSIVE
ARCHITECTURAL DESIGN & PMC SERVICES FOR:**

**DEVELOPMENT OF A RESIDENTIAL COMPLEX (WITH GRIHA 5 STAR GREEN
BUILDING RATING) TO BE CONSTRUCTED IN PHASE-II OF THE PROJECT “DFCCIL
INTEGRATED OFFICE CUM RESIDENTIAL COMPLEX AT SEC-145, NOIDA”**

TENDER NO: CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL
DESIGN CONSULTANCY & PMC SERVICES/DFC COMPLEX/2024/04

(Participation through E-Tender only)

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Dedicated Freight Corridor Corporation of India Ltd. *(Noida Unit)*

A Govt. of India *(Ministry of Railways)* Enterprise

Chief General Manager/Noida/DFCCIL

DFC Complex, Sector-145, Noida-201306, U.P

Website: www.dfccil.gov.in

CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL DESIGN
CONSULTANCY & PMC SERVICES/DFC COMPLEX/2024/04

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CHAPTER-I

CHECK LIST OF DOCUMENTS TO BE UPLOADED IN E-TENDER

CHAPTER-I
CHECK LIST

Check List of items/documents pertaining to Bid to be uploaded by the bidder in E-Tender portal on or before the last Date & Time of Bid Submission	
Item No.	“Items
Technical Bid (Packet-A)	
1	<p>Bid Security of Rs. 4,43,000/- (Rupees Four Lakh Forty-Three Thousand Only) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi OR through Bank Guarantee Bond in the standard format (Form-6A) from any scheduled commercial bank of India on or before schedule date & time of submission of bid.</p> <p>Note:</p> <p>(i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security.</p> <p>(ii) Labor Corporate Societies shall submit only 50% of above Bid Security.</p>
2	<p>Cost of Bid Document of Rs. 11,800/- (Rs. 10,000/-+GST @ 18%) (Rs. Eleven Thousand Eight Hundred only) (Non-Refundable) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi on or before schedule date & time of submission of bid.</p> <p>Note: “No exemption is admissible for cost of bid document and shall not be claimed by bidder on the E-Tender portal”.</p>
3	<p>A declaration from the person having PoA (Power of Attorney) on the Letter Head of the Applicant/Bidder that they agree and abide by the bid documents and amendments thereof (if any) and would execute the work accordingly. (Form No. 1A)</p>
4	<p>Format for Certificate to be Submitted/Uploaded by Tenderer Along with the Tender Documents (Form No. 1B)</p>
5	<p>If applicable, Format for Certificate to be given by attorney/authorized signatory/each member of Partnership firm/Joint venture (JV) / Hindu undivided Family (HUF)/Limited Liability Partnership (LLP) etc. (Form No. 1C)</p>
6	<p>If applicable, Format for Bid Security in the form of Bank Guarantee Bond from any Schedule Commercial Bank of India (Form No. 1D)</p>
7	<p>Power of Attorney of the person authorized for signing/submitting the Tender (Form No. 22).</p>
8	<p>Documents in support of their formation as proprietary Firm/ Partnership Firm/ Company/ Joint Venture/LLP/Registered Society/Registered Trust/ HUF as per the requirement defined in Para 1.3.34 of Part-I, Chapter-III of tender documents and Additional documents required in case of participation of Partnership Firm as per the requirement defined in Para- 1.3.37 Part-I, Chapter-III (Preamble and General Instructions to Tenderers) of Tender Document.</p>

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9	Integrity Pact duly signed by the bidder (Form No.19). The bidders are required to download the Integrity Pact as uploaded on the tender document, duly fill it & sign the same with rubber stamp seal and upload the signed copy on E-Tendering website.
10	Documentary proof in the form of copy of relevant registration certificate(s) for item no. 2.1. & 2.2 and work completion certificate(s) along with work order etc. (<i>of having successfully completed/substantially completed Comprehensive Architectural Design and Project Management Consultancy services</i>) for item no. 2.3 (a), (b) & (c) is required to be uploaded & submitted by the Tenderer for satisfying Minimum Eligibility Criteria under Clause 1.3.30 of Part-I Chapter-III of the Tender document. The information is also to be filled in prescribed forms along with the work completion certificate(s) etc., (Form No.2A).
11	For completed or ongoing Multistory building(s) project with Green rating, Documentary proof in the form of relevant Certificate(s) from Client/GRIHA/IGBC/LEED along with Work Order etc., specifically mentioning about the Green building GRIHA rating or equivalent IGBC/LEED rating for successfully providing Architectural Design Consultancy Services for the said work/project are required to be uploaded & submitted by the Tenderer.
12	Submission of Tenderer's Credentials in accordance with Financial Eligibility Criteria defined in item no. 2.5 of Minimum Eligibility Criteria under Clause 1.3.30 of Part-I Chapter-III of the Tender document in prescribed forms. (Form No.2B)
13	Applicant's Party Information Form (Form No.2D)
14	A duly notarized Affidavit on Non-Judicial stamp paper is required to be uploaded & submitted by Tenderer satisfying Item no. 2.6.1 and 2.6.3 of Additional Qualifying Criteria under Clause 1.3.30 of Part-I Chapter-III of the Tender document.
15	Copies of post qualification experience certificate of Principal Architect, Structural Engineer & Team Leader of PMC (from passing out date of basic qualification) in the field with year of passing out along with copy of educational qualification who shall be currently working for the subject tender is required to be uploaded & submitted by Tenderer satisfying Clause 2.6.2 of Additional Qualifying Criteria under Clause 1.3.30 of Part-I Chapter-III of the Tender document.
16	Details of Key technical personnel/sub-consultants planned to be deployed on the project as per (Form No.9)
17	Non-Disclosure Agreement as per (Form No.10)
18	Certificate of declaration confirming the knowledge of site conditions as per (Form No.11)
19	Valid GST Registration, EPF Registration and PAN No. details
20	No Deviation Certificate (Form No.23)
21	The entire Tender document should first be downloaded & then, upload the same through digital signature by the Authorized signatory of the bidder.
22	All pages of all the Corrigendum/Addendum/Clarification (<i>if any</i>) should first be downloaded then, upload the same through digital signature by the Authorized signatory of the bidder.

Financial Bid (Packet-B)	
23	Financial Bid to be filled and submitted on www.ireps.gov.in by following the steps available at E-Tender IREPS Portal.

Note: All the uploaded documents should be in readable, printable & legible form.

IMPORTANT NOTES:

- i. **For Document mentioned at S. No. 1 of the checklist** above, the E-Receipt of IREPS payment transaction for Bid Security or scanned copy of the Bank Guarantee Bond shall be uploaded by the Tenderer online as attachment on E-Procurement Portal i.e., IREPS while applying the tender.

The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (**i.e., excluding the last date of bid submission**).
- ii. **For Document mentioned at S. No. 2 of the checklist** above, the E-Receipt of IREPS payment transaction for Cost of Bid Document shall be uploaded by the Tenderer as attachment online on E-Procurement Portal i.e., IREPS while applying the tender.
- iii. **Document mentioned at S. No. 3 to 20 above of the Check list** [Technical Bid (Packet-A)] should be scanned and uploaded as attachment at E-Procurement Portal i.e., IREPS (www.ireps.gov.in). The detailed instructions of E-tendering can be read through website www.ireps.gov.in (Centre link provided on the home page).
- iv. **Document mentioned at S. No. 21 & 22 of the Check list** [Technical Bid (Packet-A)] should first be downloaded from E-Procurement Portal i.e., IREPS (in PDF Format) and thereafter upload them to E-Tender IREPS Portal, through digital signature.
- v. **For Document No. 23 of the Check list** [Financial Bid (Packet-B)], Financial Bid to be filled and submitted on E-Procurement Portal i.e., IREPS (www.ireps.gov.in) by following the steps available at IREPS Portal.

CHAPTER-II

NOTICE INVITING E-TENDER

CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL DESIGN
CONSULTANCY & PMC SERVICES/DFC COMPLEX/2024/04

Dedicated Freight Corridor Corporation of India Ltd. (*Noida Unit*)
A Govt. of India (*Ministry of Railways*) Enterprise
Noida Unit, DFCCIL Complex, Sec-145, Noida-201306

Tender No: CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL DESIGN
CONSULTANCY & PMC SERVICES/DFC COMPLEX/2024/04

NOTICE INVITING E-TENDER

The Chief General Manager/DFCCIL/Noida Unit, DFC Complex, Sec-145, Noida-201306 invites E-Tenders in *Two packet system* on prescribed forms from *Architectural Design & Project Management Consultancy firms* for providing Comprehensive Architectural, Design & PMC services for having registered or incorporated in India, meeting qualifying requirements and having requisite experience and financial capacity for the following work:

COMPLETE DESIGN, DRAWING & DEVELOPMENT OF A RESIDENTIAL COMPLEX (WITH GRIHA 5 STAR GREEN BUILDING RATING) TO BE CONSTRUCTED IN PHASE-II OF THE PROJECT “DFCCIL INTEGRATED OFFICE CUM RESIDENTIAL COMPLEX AT SEC-145, NOIDA.

Brief Scope of Work: -

The Master Planning of project “**DFCCIL Integrated Office Cum Residential Complex**” situated at Sec-145, Noida has already been done by DFCCIL (through an architectural consultancy contract) and was approved by Noida Authority.

Accordingly, in “**Phase-I**” of the project, one Corporate Office building of built-up area around 20,259 sqm and Heavy Haul Institute (HHI) Complex comprises of Admin Building (G+3)-3,541 sqm, Hostel Building (G+5)-5,108 sqm, General Lab Building (approx. 2800 sqm) and one CGM/Noida Office Building (approx. 1500 sqm) are constructed by DFCCIL under this Complex.

Now, in “**Phase-II**” of the project, Residential Complex comprises of 01 no. MD/Bungalow, 05 nos. Director’s Bungalow, 05 nos. of Residential Towers (Type-II, Type-III, Type-IV, Type-V each having 33 apartments & Type-VI comprising of 22 Apartments), Officer’s Rest House with small Club & Auditorium etc. with allied facilities is planned to be constructed by DFCCIL.

The footprints of the above residential buildings and concept architectural drawings comprising of layout plans, front elevation, etc. has already been planned by our previous Architect along with the Master planning of the complex. However, complete Engineering Design & Drawings including detailed Architectural, Structural, MEP, Interior finishes & land scape drawings etc. along with Design basis reports, Preliminary & Detailed estimates, specifications, bill of quantities, working drawings and all the pre & post statutory compliances & approvals from various Statutory Authorities etc., is required through this consultancy contract upto the completion and occupation of the project to complete satisfaction of DFCCIL.

In addition to above, the Consultant shall provide complete Project Management Consultancy Services for construction of this residential complex comprising of site supervision, certification of measurements and contractor's running & final bills, certification of new Non-schedule items along with their rate analysis, complete quality control, safety, monitoring progress to keep the works completed on schedule and within the approved budget along with co-ordination with all the contractors/consultants till the completion of all the buildings and their handing over to DFCCIL for its occupation.

The consultant shall make all the engineering decisions (on behalf of the DFCCIL) including approval of all shop drawings and samples submitted by the contractor(s) in consultation with the DFCCIL and make necessary correspondence with the contractor(s) for successful and timely completion of the project. The consultant shall advice DFCCIL on all the matters and claims raised by the contractors/suppliers in relation of the contract or supply of goods connected with the project including the interpretation of the contract documents etc.

Accordingly, this tender for Comprehensive Architectural & PMC services has been invited by DFCCIL for the complete design and development of DFCCIL Residential complex at Sec-145, Noida.

The consultant shall advice DFCCIL on all the matters and claims raised by the contractors/suppliers in relation of the contract or supply of goods connected with the project including the interpretation of the contract documents etc. PMC shall be fully responsible to assist the DFCCIL for dealing with the disputes, claims & arbitration proceedings, if any, for contracts entered between DFCCIL and building contractor (s) etc. PMC will also prepare claims/counter claims, Défense statements, attend hearings and provide all necessary support to DFCCIL till final settlement of disputes.

The consultant shall setup a site office for managing the project on a daily basis and shall depute Team leader/ Project Manager and requisite technical support staff at site as per the requirement of the project defined in SCC of the Tender document. The consultant shall attend all the necessary meetings and inspection of the project at various stages or any part thereof by DFCCIL and all the relevant authorities time to time without any additional cost to DFCCIL. Further, the consultant will inspect the Plants, Godowns, Offices & Testing Laboratories etc. at their own cost for successful completion of the project. **Nothing extra will be paid by DFCCIL on this account.**

Accordingly, this tender for Comprehensive Architectural & PMC services has been invited by DFCCIL for the complete design and development of Residential complex of DFCCIL.

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Tender No.	CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL DESIGN CONSULTANCY & PMC SERVICES/DFC COMPLEX/2024/04
Name of Work	COMPLETE DESIGN, DRAWING & DEVELOPMENT OF A RESIDENTIAL COMPLEX (WITH GRIHA 5 STAR GREEN BUILDING RATING) TO BE CONSTRUCTED IN PHASE-II OF THE PROJECT “DFCCIL INTEGRATED OFFICE CUM RESIDENTIAL COMPLEX AT SEC-145, NOIDA.
Employer/Client/Owner	Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), A Govt. of India (Ministry of Railways) Enterprises through Chief General Manager/Noida, Sector-145, Noida-201306, U.P.
Type of Tender	Open E-Tender (Single stage two packet system)
Type of Contract	Consultancy Contract
Tentative Estimated cost of Construction (Project Cost of Phase-II work)	Rs. 235.0 Crores
Advertised Value of Tender	Rs. 5.875 Crores
Time Period for completion of consultancy contract	Consultancy services will be for a period of 30 Months from the date of starting of actual work/services by the Consultant as notified by DFCCIL; however, consultancy services will be co-terminus with the project and if building contractor's time period is extended for whatsoever reasons, Consultancy services also would be deemed to have been extended by the same time period without any extra cost over and above the accepted rates of consultancy contract.
Maintenance Period of Consultancy Contract	12 Months from the date of issuance of Completion Certificate to the Consultant.
Bid Security	Bid Security of Rs. 4,43,000/- (Rupees Four Lakh Forty-Three Thousand Only) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi OR through Bank Guarantee Bond in the standard format (Form-6A) from any scheduled commercial bank of India on or before schedule date & time of submission of bid. Note: (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security. (ii) Labor Corporate Societies shall submit only 50% of above Bid Security.
Cost of Tender Document (Non-Refundable)	Rs. 11,800/- (Rs. 10,000/-+GST @ 18%) (Rs. Eleven Thousand Eight Hundred only) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi. Note: “No exemption is admissible for cost of bid document and shall not be claimed by bidder on the E-Tender portal”.
Validity of Offer	180 days from the date of opening of tender
Retention Money/ Security Deposit	5% of Contract value (as per Clause No. 16 (1) of GCC)

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Performance Bank Guarantee	Performance Guarantee (PG) has 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.
E-tendering website	www.ireps.gov.in For any help, please refer “Learning centre under E-Tender: Works , 1. “Instructions to Contractors”” containing the detailed guidelines for E-Tendering available on www.ireps.gov.in and on Helpdesk of IREPS: 011-23761525.
Date & Time Schedule	
Date of uploading of NIT/ Tender Document (<i>Online</i>)	On 08.07.2024
Date of tender document download/Sale (<i>Online</i>)	From 11:00 Hrs of 09.07.2024
Pre-Bid meeting with the prospective bidders	25.07.2024 at 11:00 Hrs.
Issue of Corrigendum, if any	On or before fifteen days from date of submission of Tender (<i>on www.ireps.gov.in</i>)
Date & Time of Submission of Tender	On or before 20.08.2024 and time upto 15:00 hrs
Last date & time of submission of EMD & tender document cost	On or before 20.08.2024 and time upto 15:00 hrs to be paid online through payment gateway provided at www.ireps.gov.in
Date & Time of Opening of Technical Bid (<i>Online</i>)	On date 20.08.2024 and time upto 15:30 hrs
Date & Time of Presentation & opening of Financial Bid (<i>online</i>)	To be communicated later to only those bidders who are found technically qualified after closure of Technical Evaluation.
Representative/Contact Person of DFCCIL/Noida Unit	Shri Madhup Kumar Upadhayay Project Manager/Civil-I Dedicated Freight Corridor Corporation of India Ltd. (<i>Noida Unit</i>) DFC Complex, Sector-145, Noida-201306, U.P Mobile No: 8826818484 Telephone: 0120-3680888 E-MAIL ID: mkupadhayay@dfcc.co.in
Address for Pre-Bid meeting & opening of Tender	Chief General Manager Office Dedicated Freight Corridor Corporation of India Ltd. (<i>Noida Unit</i>) DFC Complex, Sector-145, Noida-201306, U.P Mobile No: 8826818484 Telephone: 0120-3680888

- 1.2.1 Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in the **Tender Document**.
- 1.2.2 Tender document can be viewed & obtained/downloaded from www.ireps.gov.in w.e.f. **11:00 Hrs of 09.07.2024**. The tender document shall have to be purchased in the name of Firms/Company/Joint Venture and can be downloaded from website www.ireps.gov.in. In case tenderer(s) do/does not deposit the cost of tender document (non-refundable) along with the submission of the tender, their tender shall not be opened. Tenderer are advised not to make any correction/addition/alteration in the downloaded tender documents. If any such correction/addition/alteration in downloaded tender documents are made such tenders shall be not be considered.

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1.2.3 DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s) / corrigendum(s) shall be issued and placed on www.ireps.gov.in. The tenderers who have purchased or downloaded the tender documents from the website before issue of addendum(s)/corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s)/corrigendum (s) (if any) shall also be submitted/uploaded duly stamped and signed along with the submission of tender.

1.2.4 The tender documents shall be submitted in online mode only through website www.ireps.gov.in in two packets only viz Packet-A containing TECHNICAL BID and Packet B containing FINANACIAL BID.

Bidder shall submit the **Bid Security & Tender document cost** on or before schedule date & time of submission of bid.

Financial Bid (as specified in "Financial Bid" in Tender Document) to be filled and submitted on E-Tender portal www.ireps.gov.in by following the steps available at E-Tender IREPS Portal.

It is mandatory for all Tenderers to have Class-III Digital Signature (or as specified in IREPS Portal) Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in in the name of the person who will submit the Online tender and is authorized to do so.

a. To participate in the E-Tender, it is mandatory for the bidders to get themselves registered with the IREPS (www.ireps.gov.in) and to have user ID & password. www.ireps.gov.in is the only website for submission of tender.

Tender shall be submitted through Online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted. All the required documents (legible) as mentioned in Check List have to be uploaded along with the offer on www.ireps.gov.in.

b. Tenders shall be opened at the address given below on scheduled date & time in the presence of the tenderers or their authorized representatives intending to attend the opening.

Address of Office of the Chief General Manager/ Noida (for opening of tenders): -
Chief General Manager/Noida, DFC Complex, Sector-145, Noida-201306, U.P.

All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened through process of e-tendering. The sequence of opening shall; be:

- i) Bid Security.
- ii) Technical offer.
- iii) Financial offer (at a later stage after scrutiny & finalization of acceptable Technical Bid)

Tender shall be submitted as per "General Instructions to Tenderers" forming part of the complete tender documents.

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- c. **Any tender received without Bid Security and cost of tender documents in the form as specified in the tender documents shall not be considered and shall be summarily rejected.**
- d. DFCCIL reserves right to cancel the tender before submission/opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- e. 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. Bid Security of such tenderers shall be forfeited & the decision of DFCCIL in this regard shall be final and binding.
- f. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them in technical bid. Financial bids of only those bidders would be opened, whose technical offers are found acceptable. In the event of any document being found false (*at a later stage*), the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Also, action against such disqualified tenderer shall be taken as per the provisions of the Tender.
- g. Information as required as per various Forms of tender document should be submitted by the tenderers without fail strictly as per formats.
- h. The validity of offer shall be **180 days** from the date of closing of the tender.
- i. Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased /downloaded from website: www.ireps.gov.in by them.
- j. Tenderers must read all instructions regarding E-Tendering process as mentioned in “Learning centre under E-Tender: Works” 1. “Instructions to Contractors” available on www.ireps.gov.in.
- k. Tenderers are advised to regularly visit the E-Tender Portal (www.ireps.gov.in) for information regarding tender document, corrigendum, addendum (if any) etc.
- l. **Joint Ventures are not allowed in this Tender.**
- m. ***The GST as legally leviable and payable by the Bidder under the provisions of applicable law/act shall be paid extra by DFCCIL.***

Therefore, the Bidders should quote their rates after considering the Input Tax Credits on their input materials and services. Hence, Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.

If any cost implication to DFCCIL is occurred on GST account because of Consultant's default in filing of GST returns such as no GST number, wrong GST number, mismatch of GST number etc., the same shall be recovered from the Consultant's bill or any other pending/future bill.

- n. **Price Variation Clause (PVC) shall not be applicable for this work.**

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o. **Advances to Consultant-**

Any type of advances to consultant such as secured advance or mobilization advance etc., is not admissible for this work.

**Chief General Manager/Noida
For & on behalf of DFCCIL**

CHAPTER-III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) General

Ministry of Railways (MoR) established the Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a Schedule “A” Public Sector Undertaking wholly owned by Ministry of Railways, Govt. of India to undertake planning & development, mobilization of financial resources, construction, maintenance and operation of the Dedicated Freight Corridor project. DFCCIL was incorporated as a company under the Companies Act 1956 on 30th October 2006.

This company is now actively engaged in the implementation of Computerized Multi Modal High Axle Load Dedicated Freight Corridor Project between Delhi-Mumbai under the Western DFC Corridor and Ludhiana-Delhi-Kolkata under the Eastern DFC Corridor.

The DFC project will also restore the Indian Railway’s competitive strength in the freight transportation market and emerge as the *major low carbon and energy efficient transport system in the country*. It will drive the establishment of industrial corridors and logistic parks along its alignment and play a crucial role in supporting India’s growing economy.

(ii) **“DFCCIL Integrated office cum Residential complex Project at Sector 145, Noida”**

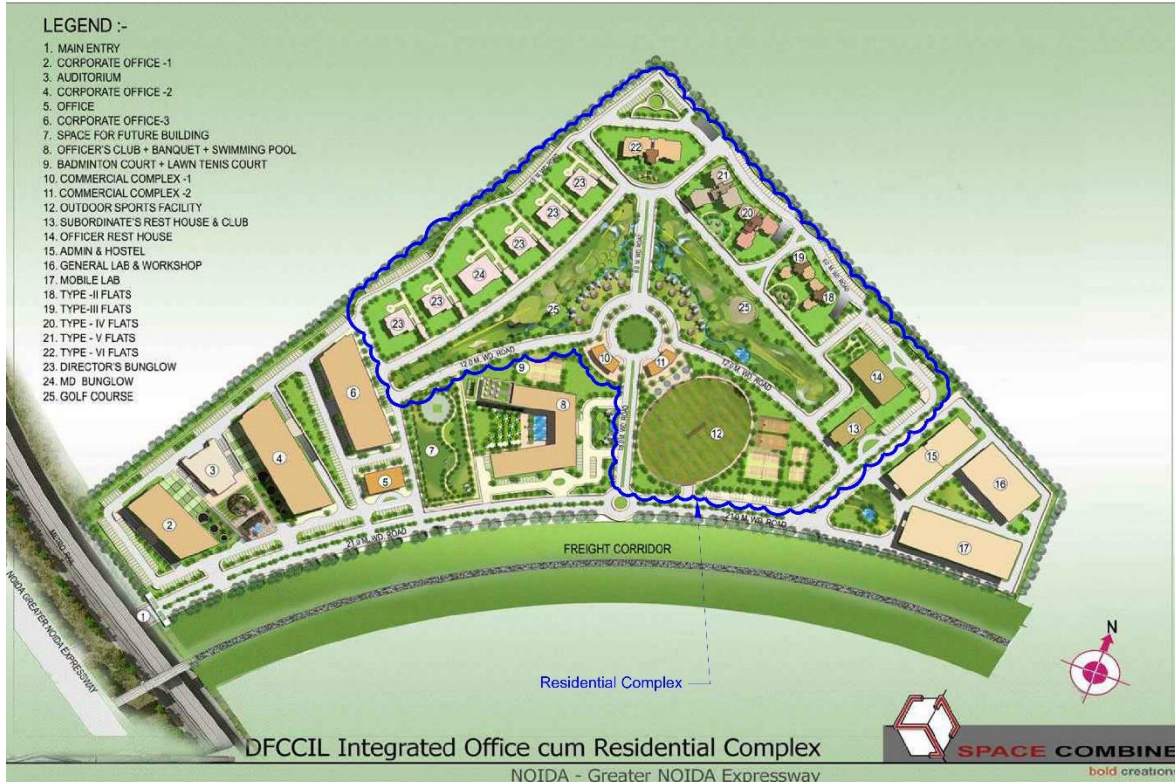
For construction, operations and maintenance of Dedicated Freight Corridor Project, DFCCIL management desired to build his own **“DFCCIL Integrated office cum Residential complex”** in phased manner. The complex desires to be very vibrant and dynamic which should be self-contained and self- sustaining, with state of art physical, social and economic infrastructure. This complex *would be developed on Green Building Concept* and will be eco-friendly, energy efficient, modern and integrated with its inspiring existing landscapes.

“DFCCIL Integrated Office Cum Residential Complex” is a Pre-Certified GRIHA 5 Star Rating Complex situated at Noida-Greater Noida Expressway in Sector-145, Noida. The DFC complex comprises of corporate office buildings, Heavy Haul Training Institute, Club, Rest Houses and Residential Buildings as per the Master Plan approved by Noida Authority.

(iii) **PROJECT BACKGROUND & OVERVIEW:**

1. DFCCIL is in possession of free hold land admeasuring 16.8491 hectares (approx. 40 Acres) at Noida-Greater Noida Expressway in village Jhatta, Noida. The schematic site plan is as shown above having exact location, adjacent features and boundaries of the land. DFCCIL is fully entitled to develop the said land. The land is almost flat and located in village Jhatta, G.B. Nagar (U.P).
2. On the western & southern side, the site is bounded by Noida-Greater Noida Expressway & Noida-Gr. Noida Metro Line and on the eastern site it is bounded by Hindon river, its bund & forest area. The DFCCIL site lies between two functional Metro Stations of Sec-145 & Sec-146 Noida of Noida-Greater Noida metro line.
3. The plot enjoys excellent linkages with other parts of Noida & Greater Noida and is approachable by Noida-Greater Noida Expressway and is approx. 16 km from Mahamaya Flyover in Noida.

(iv) PROJECT MASTER LAYOUT:



(v) Current Status of project “DFCCIL Integrated Office Cum Residential Complex”:

The above Detailed Master Planning of project “DFCCIL Integrated Office Cum Residential Complex” situated at Sec-145, Noida has already been done by DFCCIL (through an architectural consultancy contract) and was approved by Noida Authority.

Accordingly, in Phase-I of the project, one “Corporate Office building” of built-up area around **20,259 sqm** (shown as Sl. No. 2 in the above Master Plan) and “Heavy Haul Institute (HHI) Complex” comprises of Admin Building (G+3)-**3,541 sqm**, Hostel Building (G+5)-**5,108 sqm**, General Lab Building (approx. 2800 sqm) (shown as Sl. No. 15, 16 & 17 in the above Master Plan) and one **CGM/Noida Office Building** (approx. 1500 sqm) (shown as Sl. No. 5 in the above Master Plan) has already been constructed by DFCCIL in this Complex.

Now, “Residential Complex” comprises of Bungalow/Flats for MD & Directors, 05 nos. of Residential Towers (Type-II, Type-III, Type-IV, Type-V each having 33 apartments & Type-VI comprising of 22 Flats), Officer’s Rest House with small Club & Auditorium etc. with allied facilities is planned to be constructed in Phase-II of the project. The footprints & Architectural Elevations etc. have already been conceptualized by our existing Architect, however, complete Design, Drawings & Development including detailed Architectural & Structural drawings etc. along with detailed Interior & MEP services drawings AND details are to be done for construction of this Residential Complex through this Architectural Design & PMC Consultancy tender. Accordingly, this tender for Architectural Design & PMC Services has been invited by DFCCIL for the above stated work.

1.3.2 General Instructions (for only E-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.ireps.gov.in>. (Refer in the BID DOCUMENTS).

Words in capital and not defined in this document shall have the same meaning as in “BID DOCUMENT”.

A) ACCESSING/OBTAINING/PURCHASING PROCESS OF TENDER DOCUMENT:

- (i) It is mandatory for all the Tenderers to have class-III digital signature or as specified by IREPS (in the name of person who will sign the Bid and will submit the online tender and is authorized to do so) certified from any of the licensed certifying agency (“CA”) to participate in E-Tendering of DFCCIL [Tenderers can see the list of licensed CAs from the link www.cca.gov.in].
- (ii) To participate in the E-Tender, it is mandatory for the Tenderers to get themselves registered with the IREPS (www.ireps.gov.in) and to have user ID & password.
- (iii) www.ireps.gov.in is the only website for submission of online tender. The detailed instructions of E-Tendering can be read through website www.ireps.gov.in on “Learning center under E-Tender: Works, 1. Instructions to Contractors” containing the detailed guidelines for E-Tendering.
- (iv) Tender shall be submitted through online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.
- (v) All the required documents (legible) as mentioned in Check list have to be uploaded along with the offer on www.ireps.gov.in.
- (vi) The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in only.
- (vii) The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in as bid shall be accepted through Online mode only.
- (viii) Tenderers are required to give Un-Conditional offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, cancel, reject and re-float tender without assigning any reasons whatsoever.
- (ix) The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting the rates. If the contractor has any doubt about the meaning of any portion of the Tender Document or find

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discrepancies/omissions in the tender document issued or required clarification, he shall at once contact the authority inviting the tender for clarification at least twenty days before the due date of submission of the tender.

- (x) Bid document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- (xi) All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-Compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- (xii) After award of contract of the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- (xiii) Order of precedence of Documents: In tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:
 - a. Letter of Award
 - b. Bill(s) of Quantities.
 - c. Special Conditions of Contract.
 - d. General Conditions of Contract.

For example, if any item is found common in Special Conditions of contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same item.

- (xiv) Contractor must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document.
- (xv) Submission of a tender by a tenderer implies that he had read all the tender document including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- (xvi) DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- (xvii) 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. Bid Security of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.

- (xviii) Evaluation of tenders will be made on the basis of fulfilment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the contractor.

B) PREPARATION & SUBMISSION OF TENDER:

- i. **For Document mentioned at S. No. 1 of the checklist** above, the E-Receipt of IREPS payment transaction for Bid Security or scanned copy of the Bank Guarantee Bond shall be uploaded by the Tenderer online as attachment on E-Procurement Portal i.e., IREPS while applying the tender.

The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (**i.e., excluding the last date of bid submission**).

- ii. **For Document mentioned at S. No. 2 of the checklist** above, the E-Receipt of IREPS payment transaction for Cost of Bid Document shall be uploaded by the Tenderer as attachment online on E-Procurement Portal i.e., IREPS while applying the tender.
- iii. **Document mentioned at S. No. 3 to 20 above of the Check list** [Technical Bid (Packet-A)] should be scanned and uploaded as attachment at E-Procurement Portal i.e., IREPS (www.ireps.gov.in). The detailed instructions of E-tendering can be read through website www.ireps.gov.in (Centre link provided on the home page).
- iv. **Document mentioned at S. No. 21 & 22 of the Check list** [Technical Bid (Packet-A)] should first be downloaded from E-Procurement Portal i.e., IREPS (in PDF Format) and thereafter upload them to E-Tender IREPS Portal, through digital signature.
- v. **For Document No. 23 of the Check list** [Financial Bid (Packet-B)], Financial Bid to be filled and submitted on E-Procurement Portal i.e., IREPS (www.ireps.gov.in) by following the steps available at IREPS Portal.

C) Modification/ Substitution/ Withdrawal of bids:

- (i) Once bid is submitted, the tenderer will not be allowed to withdraw the offer.
- (ii) The tenderer can however modify their bid till closing time of tender. In case of revising the bid, the revised bid will supersede earlier bids and the latest bid will be considered for evaluation.

D) PRE-BID MEETING:

Bidders may request for a clarification on any Clause(s) of the Bid Document on or before the date of Pre-Bid meeting. Any request for clarification must be sent in

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writing, or by standard electronic means to DFCCIL. DFCCIL will respond with explanation of queries on E-Tender Portal (including an explanation of the query but without disclosing the source of query) only. If DFCCIL deem it necessary to amend the Bid Document as a result of clarification or any other reason, it shall do so.

At any time before the submission of tender, DFCCIL may modify/amend the bid document and extend the last date of submission/opening of the tender by issuing a corrigendum/addendum.

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on www.ireps.gov.in and the Bidders are thus advised to update their information by using said website www.ireps.gov.in. To give the Bidders reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, DFCCIL may at its discretion, extend the deadline for the submission/opening of the tender.

A Pre-Bid meeting with the prospective Bidders shall be conducted as per the scheduled date & time mentioned in the NIT. However, if any change occurs in date & time of the meeting then it would be communicated through www.ireps.gov.in only.

E) OPENING AND EVALUATION OF BIDS:

- (i) Opening of Bids will be done through online process at www.ireps.gov.in.
- (ii) E-Tender shall be opened Online at the address given below at the time and date as specified in Part-1 (Notice Inviting Tender) in the presence of Tenderers of their authorized representatives, if they choose to attend the Online Tender Opening.

Address: Online Opening of Tender

Dedicated Freight Corridor Corporation of India Ltd.

CGM/Noida Unit, DFC Complex, Sector-145, Noida-201306, U.P.

- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory.
- (iv) The Authority shall Open Bid Documents received in electronic from online on the date and time as specified in the NIT.
- (v) The Authority will subsequently examine and evaluate the Technical Bids in accordance with the provisions set out in the BID DOCUMENTS.
- (vi) The Financial Bids will be opened only of the pre-qualified Bidders (only after technical evaluation) & the date of opening of Financial Bids will be notified later on.

DISCLAIMER

The Bidder must read all the instructions in the BID DOCUMENTS and ensure to complete the tender submission process in time as www.ireps.gov.in will stop accepting any online tender after tender closing due date and time as specified in the NIT.

The agency may visit the site on any working day to assess the site conditions and scope of work before submitting their offer.

1.3.3 About the Tender

- (i) **Tentative Estimated Cost of Construction:** The tentative estimated cost of construction of Residential Complex work, for which, this Architectural Design & Project Management Consultancy tender has been invited is approximately **Rs. 235 Cr.**
- (ii) The tenderer(s) shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC). Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, DFCCIL decision in this connection shall be final and binding.

1.3.4 Form of Tender (Two Packet System of Tendering)

With the view to access the tenders technically without being influenced by the financial bids, “Two packet system of tendering” shall be adopted. The Tender bid shall have to be submitted in Two Packet System (through IREPS i.e., www.ireps.gov.in)

"Packet-A"

Eligibility/Qualifying Element of the tender bid along with other requisite documents as mentioned in technical bid (Packet-A) of Check List, Part-I Chapter-I of the Tender Document.

"Packet-B"

Price Element of tender bid with percentage fee quoted on the tentative estimated construction cost of work duly filled in as mentioned in financial bid (Packet-B) of Check List, Part-I Chapter-I of the Tender Document.

The technical bid (Packet-A) shall be opened on the date of tender opening and the detailed scrutiny of technical bid shall be carried out. The “Financial Bid” (Packet-B) shall be opened only of those tenderers who qualify in “Technical Bid”.

- 1.3.5** Provision of make in India policy 2017 issued by Govt. of India, as amended time to time, shall be followed for consideration of tenders.

1.3.6 Tender Document

This tender document consists of following eight parts:

CHAPTERS	DESCRIPTION
Chapter-I	Check list of documents to be uploaded/submitted in the E-Tender
Chapter-II	Notice Inviting E-Tender
Chapter-III	Preamble and General Instructions to Tenderers
Chapter-IV	Tender Evaluation
Chapter-V	Scope of Services & Payment Schedule
Chapter-VI	General Conditions of Contract (GCC)
Chapter-VII	Special Conditions of Contract (SCC)
Chapter-VIII	Tender Forms

1.3.7 TENDER FORM

1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:
 - (a) Tender Forms
 - (b) Special Conditions/Specifications, if any (enclosed)
 - (c) Bill of quantities/Schedule of work, if any (enclosed)
 - (d) Standard General Conditions of Contract (GCC).
2. The Tenderer(s) shall quote his / their rates as a percentage fee on the tentative estimated cost of construction work and must tender for all the items shown in the scope of work/schedule of work attached. The DFCCIL does not guarantee work under each item of the scope of work/schedule of work attached. The tenderer(s) shall quote rates / rebates/fee only at specified place in tender in online financial Bid. Any revision of rates / rebates/fee submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place **shall be summarily ignored and will not be considered.**
3. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
4. The works are required to be completed within a period of **30 months** from the date of starting of actual work/services by the Consultant as notified by DFCCIL. However, Consultancy services will be for a period of 30 Months; however, consultancy services will be co-terminus with the project and if building contractor's time period is extended for whatsoever reasons, Consultancy services also would be deemed to have been extended by the same time period without any extra cost over and above the accepted rates of consultancy contract

1.3.7(A) Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

1.3.8 Sale & Submission of Tender Document:

1.3.8.1 Cost of Tender document: -

Tender document is available on www.ireps.gov.in and the same can be downloaded and used as tender documents for submitting the offer. The cost of tender document as prescribed in the NIT shall be deposited online through payment gateway of www.ireps.gov.in by the tenderer.

1.3.8.2 Bid Security: -

- (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

Value of the Work	Bid Security
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- (c) If his tender is accepted, this Bid Security mentioned in sub para 1(a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per "Form No. 1D" and shall be valid for a period of 90 days beyond the bid validity period.

- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (**i.e., excluding the last date of submission of bids**).
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the Name of Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
 - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the Railway/DFCCIL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- (4) (a) Subject to exemptions provided under para 1.3.8.2 above, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be **summarily rejected**.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 180 days from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation, shall be forfeited to the DFCCIL.

1.3.8.3 Clause applicable for tender documents downloaded from Internet

Tenderer/s are free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. **Master copy of the tender document will be available in the office of Chief General Manager/ Noida Unit.**

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After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, DFC Complex, Sector-145, Noida-201306, U.P, India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

- 1.3.8.4** Complete tender documents must be submitted online duly completed in all respect on www.ireps.gov.in upto **15.00 Hrs on 20.08.2024**. The “**Packet-A (TECHNICAL BID)**” will be opened at **15:30 Hrs on 20.08.2024** and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on www.ireps.gov.in. The detail procedure of tender opening will be as per para- 1.3.9 below.
- 1.3.8.5** The rates should be quoted in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in ‘words’ shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.
- 1.3.8.6** Tender document along with all Corrigendum(s)/Addendum(s) is to be digitally signed by the tenderers or such person/s on his/their behalf who is/are legally authorized to sign for him/them.
- 1.3.8.7** Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

1.3.9 Care in Submission of Tenders–

- (a) (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/services, that all conditions liable to be encountered during the execution of the works/services 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 General Conditions of Contract for the completion of works/services to the entire satisfaction of the DFCCIL.
- (ii) Tenderers 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. Tenderers 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/DFCCIL immediately after the award of contract, without which no payment shall be released to the Consultant. The Consultant 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.
- (v) Contractor shall be liable to pay/refund the amount collected as GST to the DFCCIL along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of DFCCIL is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

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Wrong/incorrect invoice s issued by Contractor;
No-filing of GST returns;
Non-payment of GST collected from Indian Railways to the authorities;
Any other non-compliance done by Contractor;

General Indemnity: Contractor hereby agrees to indemnify and hold harmless the DFCCIL from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the DFCCIL relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the DFCCIL arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

Retention Money: Any payment liable to be paid by DFCCIL to contractor against the goods or services or both supplied by such contractor to DFCCIL shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to DFCCIL as per provisions of GST Law.

- (b) When work is tendered for by a firm or company the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway/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 execution of the contract. It may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Consultant.
- (d) The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **“Form-1B”**. In addition to “Form-1B”, in case of other than Company/Proprietary firm. “Form-1C” shall also be submitted by the each member of a Partnership Firm / Hindu Undivided Family (HUH) / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

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

1.3.11 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.

1.3.12 Only One Proposal:

The Consultant(s) shall only submit one bid. If a Consultant submits more than one bid, such bids **shall be summarily rejected**.

1.3.13 Bid Validity:

The Consultant(s) bid shall remain valid for **180 days** after the last date fixed for submission of tender including the extension(s) given, if any.

1.3.14 Clarifications and Amendments to RFP DOCUMENT:

Bidders may request a clarification of any of the issue related to the RFP document up to the

date pre bid meeting. Any request for clarification must be given in writing. The responses of DFCCIL will be uploaded in the website (www.ireps.com), without identifying the source of inquiry.

At any time before the proposal due date, the DFCCIL may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment/corrigendum. The amendment/corrigendum shall be uploaded in the website (www.ireps.com) only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment/corrigendum into account in their proposals, the DFCCIL may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice on E-tender Portal only. In case there is a substantial change in RFP, DFCCIL may publish the revised RFP. Revised RFP will be uploaded on E-Tender portal only.

1.3.15 Preparation of Bid Proposal:

- (i) In preparing their tender, Consultant(s) are expected to examine in detail the tender document. The tender shall contain technical & financial Bid.
- (ii) The bid proposals, all related correspondence exchanged by the Consultant(s) & DFCCIL and the contract to be signed with the winning Consultant shall be written in the English language.

1.3.16 Technical Bid Proposal:

- (i) The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared non-responsive/invalid.
- (ii) The Technical bid may be declared non-responsive/invalid, if the bid is not accompanied by the requisite documents (as specified in “Check List of items pertaining to Technical Bid”).

1.3.17 Financial bid Proposals:

The Financial bid shall not include any technical condition/ information. Financial offer shall be submitted in online mode only through IREPS Portal.

1.3.18 Submission, Receipt and Opening of bids:

- (i) The technical bid documents shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections.
- (ii) DFCCIL shall first open the technical bid on due date of opening. The Financial bid shall remain securely stored and will only be opened of those tenderers who are technically qualified. The Financial bid opening date will be conveyed later to technically qualified bidders at a later date through IREPS Portal only.

1.3.19 Right of DFCCIL to Deal with Tenders

The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works/services or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by DFCCIL administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

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 tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.

If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the DFCCIL shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the DFCCIL shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

1.3.20 Permission to Bid for a bidder from a country which shares Land boundary with India:

Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

1.3.21 Conflict of Interest:

DFCCIL policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the DFCCIL's interest's paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other DFCCILs, or that may place them in a position of not being able to carry out the assignment in the best interest of DFCCIL. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth below: -

- (i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If a consultant is associated with or affiliated to a contractor or manufacturer; or
- (iii) If a consultant is associated with or affiliated to or combines the function of consulting with firm that prepared the Detailed Project Report (DPR) or proof checking engineering design for the projects(s) under assignment.
- (iv) If a consultant is owned by a contractor or a manufacturing firm for the projects(s) under assignment offering services as bidders for the consultant should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the consultant will limit its role to that of a consultant

and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (*subject to adjustment by DFCCIL in special cases*), that may emerge from this assignment (*including bidding or any part of the future project*). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or

- (v) If there is a conflict among consulting assignments, the consultant (*including its personnel*) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

1.3.22 Fraud and Corruption:

DFCCIL requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the DFCCIL:

- (i) Defines, for the purposes of this provision, **the terms set forth below as follows:**
 - (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the consultant selection process or in contract execution;
 - (b) “Fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) “Collusive practices” means a scheme of arrangement between two or more bidders, designed to influence the action of any party in a consultant selection process or the execution of a contract;
 - (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a contract; and
- (ii) DFCCIL will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) DFCCIL will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in DFCCIL-financed activities if it at any time collusive or coercive practices in competing for, or in executing, an DFCCIL-financed contract; and

DFCCIL will have the right to require that, in consultant selection documentation and in contracts financed by the DFCCIL, a provision be included requiring bidders to permit the DFCCIL or its representative to inspect their accounts and records and other DOCUMENT relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the DFCCIL

1.3.23 Right of Rejection:

The DFCCIL reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition, the DFCCIL reserves the right to accept or reject any proposal submitted by the Consultants, and to cancel the RFP process and reject all

proposal submissions at any time, without thereby incurring any liability to the affected Consultant or any obligation to inform the affected Consultant the grounds for DFCCIL's action.

1.3.24 Disqualification:

The Selection Committee may disqualify bids on account of but not limited to the following reasons:

- (i) If received after the last date and time.
- (ii) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the consultancy fee
- (iii) If the participant attempts to influence any member of the selection board.
- (iv) Conditional bids.

The decision of the selection committee in the matter of disqualification shall be final and binding on the firms.

1.3.25 Termination of Bid:

Against all expectations entertained by DFCCIL, if none of the participating firms could be declared by the selection committee as the winner of the bid, the bidding will be regarded as terminated.

DFCCIL reserves right to accept or reject only / all bidders including the lowest bidder without assigning any reason(s) whatsoever.

1.3.26 Clarification of Bids: -

To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the DFCCIL may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the DFCCIL shall not be entertained or considered. The DFCCIL request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the DFCCIL request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

1.3.27 Execution of Contract Agreement: -

- 1.3.28** The Tenderer whose tender is accepted shall be required to appear in person at the office of **Chief General Manager, Dedicated Freight Corridor Corporation of India Limited**, Sector-145, Noida-201306, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within 07 days of notice from DFCCIL that the contract agreement is ready. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases, the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the earnest money and

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other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

1.3.29 Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

(a) Not Applicable.

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form “**Form-5**”.

1.3.30 Minimum Eligibility Criteria

Item No.	Pre-Qualification Requirement	Supporting document/s to be uploaded & submitted
2.1	The Architect shall have license to practice architecture or render architectural/consulting services in India by Council of Architecture or the Govt. of India. The registration of the architect should be valid on the date of opening of the technical bid.	Documentary proof in the form of copy of the Registration certificate(s) from Council of Architecture or Government of India in connection with license to practice architecture or render architectural services is required to be uploaded & submitted by the Tenderer.
2.2	Only Architectural Design & Project Management Consultancy Firms that are Registered or Incorporated in India are eligible to compete. The consultancy firm shall have been established (registered in India) for at least last 7 years. <i>(Last 7 years shall be counted from last day of month previous to the one in which tender is invited).</i>	Documentary proof in the form of copy of the Proprietorship, Registration certificate or Certificate of incorporation of the firm is required to be uploaded & submitted by the Tenderer in this regard.
2.3	The tenderer must have successfully completed or substantially completed following categories of work(s) for providing “ Comprehensive Architectural Design & Project Management Consultancy services for construction of Multi Story RCC framed buildings ” during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:	
(a)	i. Three jobs of Comprehensive Architectural Design & Project Management consultancy fee of at least Rs. 1.76 Crore each. OR ii. Two jobs of Comprehensive Architectural Design & Project Management consultancy fee of at least Rs. 2.35 Crore each. OR iii. One job of Comprehensive Architectural Design & Project Management consultancy fee of at least Rs. 3.52 Crore .	Documentary proof in the form of relevant work completion certificate from client (of having successfully completed/substantially completed Comprehensive Architectural Design & Project Management Consultancy services) along with work order etc. are required to be uploaded & submitted by the Tenderer in this regard.

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	AND	
(b)	<p>i. Three Jobs of Comprehensive Architectural Design & Project Management consultancy for project construction cost of at least Rs. 70.50 Crore each.</p> <p align="center">OR</p> <p>ii. Two jobs of Comprehensive Architectural Design & Project Management consultancy for project construction cost of at least Rs. 94.00 Crore each.</p> <p align="center">OR</p> <p>iii. One job of Comprehensive Architectural Design & Project Management consultancy for project construction cost of at least Rs. 141.00 Crore.</p>	<p>Documentary proof in the form of relevant work completion certificate from client (of having successfully completed/substantially completed <i>Comprehensive Architectural Design & Project Management Consultancy services</i>) along with work order etc. are required to be uploaded & submitted by the Tenderer in this regard.</p>
	AND	
(c)	<p>i. Three Jobs of Comprehensive Architectural Design & Project Management consultancy for at least 16,230 sqm built up area each.</p> <p align="center">OR</p> <p>ii. Two Jobs of Comprehensive Architectural Design & Project Management consultancy for at least 21,640 sqm built up area each.</p> <p align="center">OR</p> <p>iii. One Job of Comprehensive Architectural Design & Project Management consultancy for at least 32,460 sqm built up area.</p>	<p>Documentary proof in the form of relevant work completion certificate from client (of having successfully completed/substantially completed <i>Comprehensive Architectural Design & Project Management Consultancy services</i>) along with work order etc. are required to be uploaded & submitted by the Tenderer in this regard.</p>
2.4	<p>Regarding experience of Architectural Design Consultancy on Multistory RCC framed building(s) with Green rating, the Tenderer must have either completed (at least one Architectural Design Consultancy assignment on Multistory building with Green rating conforming to either GRIHA or equivalent IGBC/LEED rating) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited</p> <p align="center">OR</p> <p>should be working on at least one Architectural Design Consultancy assignment on Multistory buildings with Green rating conforming to either GRIHA or equivalent IGBC /LEED rating).</p>	<p>For completed or ongoing Multistory building(s) project with Green rating, Documentary proof in the form of relevant Certificate(s) from Client/GRIHA/IGBC/LEED along with Work Order etc., specifically mentioning about the Green building GRIHA rating or equivalent IGBC/LEED rating for successfully providing Architectural Design Consultancy Services for the said work/project are required to be uploaded & submitted by the Tenderer.</p>
<p>Note: Item no. 2. 3 (a), 2. 3 (b), 2.3 (c) & 2.4 above can be for separate project(s)/work(s) also.</p>		

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2.5	<p>TURNOVER:</p> <p>The tenderer must have minimum average annual contractual turnover of Rs. 2.35 Cr. from Consultancy services in the previous three financial years as per the audited balance sheet(s).</p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p>	<p>The tenderers shall submit certificate to this affect as per standard format “Form-2B” (UDIN certificate from Chartered Accountant), along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>
2.6	<p>ADDITIONAL QUALIFYING CRETERIA:</p>	
2.6.1	<p>The tenderer either should have or should establish an independent fully functional Architectural Design & Project Management Consultancy office in Delhi/NCR.</p>	<p>An Affidavit on non-judicial stamp paper is required to be uploaded & submitted by Tenderer in this regard.</p>
2.6.2	<p>The Principal Architect, Structural Designer and Team Leader (PMC) of the firm who shall be working for the subject tender should have minimum 15 years of post-qualification experience in the relevant field.</p>	<p>Copies of post qualification service experience certificates along with educational qualification is required to be uploaded & submitted by Tenderer in this regard.</p>
2.6.3	<p>The tenderer shall be eligible to submit a proposal if has not been barred or blacklisted by any Central and/or State Govt. or Public Sector Unit in India.</p>	<p>An Affidavit on non-judicial stamp paper is required to be uploaded & submitted by Tenderer in this regard.</p>

The definition of **“Similar Work”** for the above stated work is as below:

“Similar work shall mean “Comprehensive Architectural Design & Project Management Consultancy Services for construction of Multi Story RCC framed buildings”

Tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified above in the tender documents to qualify for consideration of bid.

Meaning of Multi Story Buildings:

“Multi Story building means buildings having RCC framed structure of minimum G+4 story”

The work which has been completed or substantially completed (as defined in below mentioned explanation) shall only be considered under the Eligible Assignment. Actual fee received by the consultant as certified by client organization and not the Estimated fee/Total fee mentioned for the work in the LOA/Work Order etc., for the project shall be considered for evaluation of Eligibility Criteria. Documentary proof of such actual fee received by the consultant under an assignment along with the actual date of completion of such work, project construction cost, total built up area constructed in the project and Green Building rating etc. should be submitted by the tenderer duly certified by the client organization. **The offers submitted without documentary proof(s) are liable to be rejected.**

For judging the technical eligibility Criteria, works which had been executed for the government/semi-government organization/PSU/Public listed company/Pvt Ltd Company will only be considered. Work experience certificate from private individual shall not be accepted.

In case the work is executed for Public Listed company/Private Ltd Company, the tenderer shall submit work experience certificate issued by the Public Listed Company/Private Ltd Company along with the relevant copy of Work orders, Bill of quantities, bill wise detail of payment received duly certified by the Chartered Accountant, TDS Certificate, GST compliant invoices etc., for all the payment received and copy of final/last bill paid by the company in support of above work experience certificate.

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[Explanation for clause 1.3.30 - Eligibility Criteria:

- 1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the Consultant in that ongoing contract and no proceedings of termination of contract on Consultant's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
- 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
- 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
- 4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
- 5. Not Applicable.*
- 6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
- 7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution /*

*split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 *value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*

8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A& B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*

In case company A is merged with company B, then company B would get the credentials of company A also.]

1.3.31 Credentials of Tenderer:

The tenderer shall submit documents testifying tenderer's previous experience and financial status in support of their technical and financial eligibility, which are acceptable to DFCCIL, along with the tender:

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- (a) For **Technical eligibility criteria**, the details will be submitted in **“Form No. 2A”** along with supporting documents such as Work Completion Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (b) For **Financial eligibility criteria**, the details will be submitted in **“Form No.2B”** along with supporting documents such as Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past
- (c) **Bid Capacity (Form No. 2C) – Not Applicable**
- (d) **Applicant’s Party Information Form “Form No. 2D”**
- (e) A copy of certificate 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 certificate to be submitted by the bidder in **Form No. 1B**. In addition to Form No. 1B, in case of other than Company/Proprietary firm, **Form No. 1C** shall also be submitted by each member of a Partnership Firm / Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non-submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (f) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. These certificates should indicate the details of works/services carried out and successful commissioning of work/services executed by the tenderer. The information must also be submitted in the **“Form No.2A”**
- (g) Tenderer shall submit a statement of contractual payments received during last three financial years in the prescribed Performa as per **“Form No. 2B”** **duly certified by Chartered Accountant in the form of UDIN Certificate**. The above certificate 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 and Form-26AS issued by Income Tax Department. The photocopies of Form 16-A/Form-26AS shall be enclosed or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received. DFCCIL may invite the Tenderer for offline/online verification of Form-16A & Form-26AS in this regard.
- (h) 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 rights of the DFCCIL thereunder.
- (i) In case of any information submitted by tenderer is found to be false forged or incorrect

at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years.

- (ii) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the consultant, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.

1.3.32 Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

- (i) The tenderer shall be considered *disqualified/in-eligible if*:
 - (a) The Tenderer or any of its partners and/or subconsultants 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 of 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.

1.3.33 Execution of Contract Documents:

The successful Tenderer(s) shall be required to execute an agreement with the DFCCIL for carrying out the work according to Standard General Conditions of Contract, Special Conditions/Specifications annexed to the tender.

1.3.34 Documents to be submitted along with Tender:

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company/Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:
 - a) **Sole Proprietorship Firm:**
 - (i) All other documents in terms of explanatory notes in Clause 1.3.30.

b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of explanatory notes in Clause 1.3.30.

c) Partnership Firm:

- (i) All documents as mentioned in Clause 1.3.37 of the Part-I, Chapter-III of the Tender Document.

d) Joint Venture (JV): Not Applicable.

e) Company registered under Companies Act 2013:

- (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms of explanatory notes in clause 1.3.30.

f) LLP (Limited Liability Partnership):

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by DFCCIL /Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in clause 1.3.30.

g) Registered Society & Registered Trust:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

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- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of explanatory notes in clause 1.3.30.
- (vi) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm/ Partnership firm/Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (vii) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm/ Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's/DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (viii) A Tender from JV shall be considered only where permissible as per tender conditions.
- (ix) The DFCCIL will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. DFCCIL / Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Consultant.

The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be **summarily rejected**.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

1.3.35 Employment/Partnership etc. of Retired Railway Employees:

- (a) Should a tenderer
 - i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable

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post or not, in the Engineering or any other department of any of the railways/DFCCIL owned and administered by the President of India for the time being, OR

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/Members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways/DFCCIL owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Consultant being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway/DFCCIL, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: - If information as required as per 1.3.35 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

1.3.36 Joint Venture - Not Applicable

1.3.37 Participation of Partnership Firms in tenders:

1.3.37.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

- 1.3.37.2** The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act, prior to submission of tender.
- 1.3.37.3** Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 1.3.37.4** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway/DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways/DFCCIL and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.
- If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway/DFCCIL beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.
- 1.3.37.5** A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 1.3.37.6** The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 1.3.37.7** On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 1.3.37.8** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

1.3.37.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) **Joint and several liabilities:**

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway/DFCCIL for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway/DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) **Duration of the partnership deed and partnership firm agreement:**

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway/DFCCIL, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) **Governing laws:** The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway/DFCCIL.

1.3.37.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways/DFCCIL or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Concealment / wrong information in regard to above shall make the bid ineligible or the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

1.3.37.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in para 1.3.30 above.

1.3.38 Period of Completion

Time is the essence of contract. The entire work/services are required to be completed in all respects within **30 months (Thirty- Months)** from the date of starting of actual work/services by the Consultant as notified by DFCCIL. However, consultancy services will be co-terminus with the project and if building contractor's time period is extended for whatsoever reasons, Consultancy services also would be deemed to have been extended by the same time period without any extra cost over and above the accepted rates of consultancy contract. The Consultant shall be required to maintain steady and regular progress of the works/services to the satisfaction of the DFCCIL to ensure that the work/services will be completed in all respects within the stipulated time.

1.3.39 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 Bid Security of such tenderers shall also be forfeited.

1.3.40 Quantum of work/services:

The Quantum of work/services is as per scope of works mentioned in the tender document.

1.3.41 Employer not bound to accept any tender:

The Employer shall not be bound to accept the lowest or any tenderer 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/services specified in the tender papers or to reduce the work/services or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

1.3.42 The tenderer shall furnish information for making payment through ECS/NEFT/RTGS (*Tender Form No. 8 of Chapter-VIII of the tender document*).

1.3.43 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..... datedmy original tender shall remain open for acceptance on its original terms and conditions,".

1.3.44 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.

1.3.45 No form C & D shall be issued to the Consultant for this work.

- 1.3.46** The rates quoted by the contractor are deemed to be inclusive of all taxes, duties and levies etc. except GST.

The GST as legally leviable and payable by the Bidder under the provisions of applicable law/act shall be paid extra by DFCCIL.

Therefore, the Bidders should quote their rates after considering the Input Tax Credits on their input materials and services. Hence, Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.

If any cost implication to DFCCIL is occurred on GST account because of Contractor's default in filing of GST returns such as no GST number, wrong GST number, mismatch of GST number etc., the same shall be recovered from the Contractor's bill or any other pending/future bill.

- 1.3.47** Price Variation Clause (PVC) shall not be applicable for this work.

1.3.48 Advances to Consultant-

Any type of advances to consultant such as secured advance or mobilization advance etc., is not admissible under this work.

1.3.49 Contract Value:

The contract value shall be inclusive of GST and all taxes and duties including ESIC, PF, Conditions of Contract contribution & all other statutory taxes and levies (*if any*) applicable to the Consultant/Workers etc., (as applicable)

1.3.50 Taxes, Duties etc.:

- (i) GSTIN of DFCCIL will be provided to the consultant along with the letter of acceptance (*LOA*).
- (ii) Payment to the consultant will be subjected to TDS as per rules inforce from time to time. The tax deduction at source (*TDS*) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the consultant by the DFCCIL.
- (iii) Consultant shall submit GST compliant tax invoice containing (*GSTIN of DFCCIL*) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the Consultant only after submission of GST compliant Tax Invoice.
- (iv) Increase /decrease in rate of existing GST or cess on GST shall be dealt as per Govt. guidelines in this regard.

CHAPTER-IV
TENDER EVALUATION

1.4 Tender Evaluation:

1.4.1 If required, DFCCIL may seek the clarifications on the technical bid of the applicants. If the clarifications sought by the DFCCIL are not received in stipulated period then technical evaluation will be done based on available data in their technical bids. Evaluators of Technical bid shall have no access to the financial bid until the technical evaluation is concluded.

1.4.2 Evaluation of Technical Bid:

Technical bid shall be evaluated in *following stages* as under:

(i) Stage-I (Minimum Eligibility Criteria):

Initially, the evaluation of the Technical bid shall be done in order to see whether the Consultant(s) submitted all the requisite documents and qualify Minimum Eligibility Criteria defined in clause 1.3.30 of Chapter-III of the tender document. The details of documents to be uploaded online in technical bid is as specified in “**Check List of items pertaining to Technical Bid**” in Chapter-I of the Tender document.

The DFCCIL shall examine the technical 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 in order. DFCCIL shall then examine the submitted bids w.r.t Minimum Eligibility Criteria in terms of clause 1.3.30 of Chapter-III of the tender document, based on which, compliant bids would be declared. The *non-compliant bids* shall be **rejected** at this stage itself.

(ii) Stage – II (Technical Score on the basis of Experience)

(Only the bids meeting the Minimum Eligibility Criteria in “Stage-I” shall be considered for “Stage-II” Evaluation (i.e., Technical Score on the basis of Experience).

Marks system for the evaluation is as under: (100 Marks)

S. No.	Criteria	Maximum Marks
1	For substantially completed or completed Eligible Assignment(s) as defined in Clause-1.3.30 of Chapter-III of Tender Document, marks will be allotted as per the following: 1) For one substantially completed Eligible Assignment as defined in item no. 2.3 (a) of Minimum Eligibility Criteria: 40 marks 2) For one completed Eligible Assignment as defined in item no. 2.3 (a) of Minimum Eligibility Criteria (a): 45 marks 3) For two substantially completed Eligible Assignments as defined in item no. 2.3 (a) of Minimum Eligibility Criteria: 45 marks	60 Marks

	<p>4) For one completed and one substantially completed Eligible Assignment as defined in item no. 2.3 (a) of Minimum Eligibility Criteria: 50 marks.</p> <p>5) For one completed and two substantially completed Eligible Assignment as defined in item no. 2.3 (a) of Minimum Eligibility Criteria: 55 marks</p> <p>6) For two completed Eligible Assignments as defined item no. 2.3 (a) of Minimum Eligibility Criteria: 60 marks</p> <p>Note- For the purpose of above marking of technical score, it shall be understood that for the purpose of one substantially completed or completed work following shall be considered.</p> <p>Three jobs of Comprehensive Architectural & Project Management consultancy fee of at least Rs. 1.76 Crore each.</p> <p style="text-align: center;">OR</p> <p>Two jobs of Comprehensive Architectural & Project Management consultancy fee of at least Rs. 2.35 Crore each.</p> <p style="text-align: center;">OR</p> <p>One job of Comprehensive Architectural & Project Management consultancy fee of at least Rs. 3.52 Crore.</p> <p><i>Definition of Substantially completed work is provided in Para-1 of Explanation to clause 1.3.30 - Eligibility Criteria of Chapter-III of the tender document.</i></p>	
	Minimum marks to be secured - 40	
2	<p>Financial strength under para 2.5 of Eligibility Criteria: Average annual financial turnover</p> <p>i) 50% marks for minimum financial eligibility criteria or above: 15.0 marks</p> <p>ii) 100% marks for twice the minimum financial eligibility criteria or above: 30 marks</p>	30 Marks
	Minimum marks to be secured – 15.0	
3	<p>Experience in Green Building (GRIHA/LEED/IGBC) under para 2.4 of eligibility criteria</p> <p>1) For One Ongoing Green Rating Eligible Assignment, Green rating conforming to either GRIHA or equivalent IGBC /LEED rating) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: 05 marks</p> <p>2) For Two Ongoing or One Completed Green Rating Eligible Assignment, Green rating conforming to either GRIHA or equivalent IGBC /LEED rating) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: 10 marks</p>	10 Marks
	Minimum marks to be secured - 05	
	Total Marks	100 Marks

The bidders securing 60 & above marks out of 100 Marks in “Stage-II” above shall qualify for Stage-III evaluation (i.e., Design Presentation).

After the evaluation of technical score on the basis of experience, DFCCIL will notify the Consultant(s) for Design Presentation, indicating the date and time set for Design Presentation in “Stage-III” of the evaluation process. The notification may be sent through IREPS Portal, letter, facsimile, or electronic mail etc.

(iii) Stage- III (Design Presentation)

- a) Under this stage, the tenderers short listed after “**Stage-II**” shall be invited for participating in the Design Competition by the way of a presentation before the Committee (*Jury*) constituted for the purpose by DFCCIL. The Consultants short-listed after “**Stage-II**” will be given minimum **7 working days’ time** for preparation of Design Presentation.

The Architect/Consultant(s) shall also bring & submit colored hard & soft copy of their Design presentation and related details at the time of presentation for the purpose of record and review and will have to present their scheme of Proposals, Drawings, Plans, Elevations, Visuals, PPT, 3D Views etc. to DFCCIL panel. The time and venue for presentation will be intimated separately to the bidders qualifying in “**Stage – II**”.

- b) The committee shall evaluate the presentation on detailed design on various parameters and would assign the marks independently and then the assigned marks would be averaged out.
- c) To participate in design competition, the Consultant(s) will have to attend the event at their own expenses at the location and place decided by DFCCIL.
- d) Based on the design presentation, their capability and capacity shall be judged and rated by the designated committee of the DFCCIL on various parameters and marking matrix specified above in tabular form for this purpose.
- e) The Consultant(s) shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

The **Technical** Evaluation of Design shall be carried out by the Evaluation Committee based on the presentation of the consultants on the Design parameters. The Presentation shall be evaluated on the basis of following evaluation criteria and points system. Each evaluated Bid will be given a **Design Score (DS) on the basis of Design presentation** as detailed below:

The maximum points/ marks to be given under each of the evaluation criteria as per presentation by the Consultant(s) are as below:

Sl. No.	Description of Criteria	Maximum Marks
1	<p>GRIHA 5 Star Compliant Sustainable Detailed Architectural Design</p> <ul style="list-style-type: none"> • Functional and space-efficient interior layouts. • Incorporation of eco-friendly and energy-efficient technologies. • Heat mitigation design strategies to counter urban heat island effect. • Incorporation of passive design strategies for natural lighting and ventilation. • Efficient insulation and glazing systems to reduce energy consumption. • Adequate consideration of privacy, noise reduction, and security. • Design longevity with flexibility for future growth and changes. • Consideration of long-term environmental impact and resource use. • Design for minimal construction waste and recycling of materials. • Integration and use of sustainable materials that are GRIHA compliant. <p>NOTE: GRIHA 5 Star Compliant sustainability aspects to be considered in conjunction with and across all other points below.</p>	25
2.	<p>Structural Design</p> <ul style="list-style-type: none"> • Innovative structural systems that optimize material usage and construction efficiency. • Earthquake-resistant design considering the seismicity of the region. • Flexibility to accommodate different architectural styles while ensuring structural integrity. • Integration and use of sustainable materials with a low carbon footprint that are GRIHA compliant. 	25
3	<p>Services & Electrical “Net Zero Energy” Concept Design</p> <ul style="list-style-type: none"> • Integration of renewable energy sources like solar panels. • Reliable power distribution and backup systems. • Energy-efficient appliances, lighting, and HVAC systems. • Implementation of energy storage solutions to ensure continuous power availability. • Design strategies to achieve net-zero energy consumption for the township. • Building Automation features and Information Communication Technology (ICT) Integration such as 	25

	<p>sensors and monitoring systems.</p> <ul style="list-style-type: none"> • Adequate lighting and surveillance systems with integration of digital infrastructure for communication and other services. 	
4	Water Conservation and Management Design	15
	<ul style="list-style-type: none"> • Robust water supply and sewage treatment infrastructure. • Efficient rainwater harvesting systems to recharge groundwater. • Greywater recycling and reuse for irrigation and non-potable purposes. • Integration of sustainable drainage systems to prevent waterlogging and erosion. • Implementation of water-efficient fixtures and appliances to minimize water wastage. • Design of permeable pavements to promote groundwater recharge. 	
5	Landscape Design & Biodiversity	10
	<ul style="list-style-type: none"> • Water-efficient landscaping with use of native plants and trees. • Creation of green corridors and pedestrian-friendly pathways. • Integration of water bodies and natural features. <p>Design of recreational spaces that blend seamlessly with the natural surroundings.</p>	
	TOTAL	100

The **minimum Design Score (DS)** based on Design Presentation required to qualify technical evaluation (**Stage-III**) would be 60 points out of 100.

- (a) The minimum Design Score (DS) required to qualify technical evaluation (Stage-III) is 60 Points out of 100. A bid will be considered unsuitable and will be rejected at this stage only if it fails to achieve the minimum Design Score (based on Design Presentation) and Financial Bids of such failed bidders shall not be opened.
- (b) DFCCIL will notify the Consultant(s) who secure the minimum qualifying Design Score (based on Design Presentation), indicating the date and time set for opening of the Financial Bids. The notification may be sent through IREPS Portal registered letter, facsimile, or electronic mail etc.

(iv) Financial Bids:

- a) The Financial Bids (price quoted in %) will be opened of only those bidders who qualify Technical Evaluation in Stage-III i.e., Design Presentation. The financial bids will be opened online publicly in the presence of bidders' representatives who choose to attend.
- b) Prior to evaluation of the Financial Bids, the Evaluation Committee will determine whether the Financial Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

- c) The rate quoted in percentage (professional fee) by the bidder in the Financial Bid shall be deemed as final and reflecting the total cost of Architectural Design & PMC Services. The rate quoted shall be inclusive of all taxes, duties, levies etc. except GST. **GST will be paid extra as applicable.**

1.4.3 Award of Contract:

1.4.3.1 Selection of Bidder for Award of Work:

The Technical Evaluation shall be carried out in three Stages (i.e., Stage-I, Stage-II & Stage-III as stated above) and only those bidders who qualify Technical Evaluation in all the three stages above shall qualify for opening of financial bids.

The final selection of the tenderer for the award of work will be based on the scores secured by them in the **Stage-II (i.e., Technical Score (TS) based on experience)**, **Stage-III (Design Score (DS) based on Design presentation)** and the price quoted by them in the financial bid (FS) resp.

The Evaluation shall be carried out as under: -

Stage-I includes Evaluation of Technical Bids as per Minimum Eligibility Criteria as stated above.

Stage-II includes Technical Score on the basis of Experience (TS - Technical Score) out of 100 marks which will contribute towards overall selection.

Stage-III Evaluation of Design Presentation by an Expert Panel set up by DFCCIL. Bidders will be given points out of 100 (DS- Design Presentation Score) which will contribute towards overall selection.

Stage-IV Financial Bids:

- (i) Further, the Financial Bids of Bidders who are successful in Stage I, Stage II & Stage-III shall be opened.
- (ii) Lowest bidder shall be assigned a score of 100 in the Financial Bid.
- (iii) The Financial Score (Fs) for others shall be calculated by following relation: **FS = 100 * FL/F**

Where:

FS: The Financial score of the Financial Bid being evaluated

FL: The quoted fee of lowest bidder

F: The quoted fee of the Financial Bid being evaluated.

The weightages are as under: -

Sl. No.	Stage	Weightage
1	Stage-II: Technical Score (TS) based on prior Experience	40%
2	Stage-III: Design Score (DS) based on Design presentation	30%
3	Stage-IV: Financial Score (FS) based on quoted rates in financial bid	30%

Final Score/Final Evaluation:

- (i) The Final evaluation shall be based on QCCBS (Quality Cum Cost Based Selection) Method with weightage of 40% to the Technical Score (TS) (i.e., Stage-II), 30% to Design Competition Score (DS) (i.e., Stage-III) and 30% to the Financial Score (i.e., Stage-IV).
- (ii) The Technical Score (TS), Design Competition Score (DS) and Financial Score (FS) after factorization (as per above weightages) shall be added and their composite scores will be listed in the order of merit as H1, H2, H3 & so on. **i.e., $H = 40\%*(TS) + 30\%*(DS) + 30\%*(FS)$** . The Bidder getting Maximum total marks (Highest Marks i.e., H1) would be eligible and may be invited for negotiations (if required) and shall be recommended for award the work and appointed as Architectural Design & Project Management Consultant for the project and shall be informed separately.
- (iii) In case of a tie (having same highest composite score), the bidder getting higher technical score (TS) will be ranked higher.
- (iv) The DFCCIL, at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the DFCCIL on such interpretation and awards of marks shall be final and binding on all applicants. No reasons whatsoever shall be furnished regarding award of marks in any case.
- (v) After selection, a Letter of Award (*the "LOA"*) will be issued, in duplicate, by DFCCIL to the Successful Bidder and the Successful Bidder shall, within 7 (*seven*) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, DFCCIL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security/EMD of such Consultant as mutually agreed as genuine pre-estimated loss and damage suffered by DFCCIL on account of failure of the Successful Bidder to acknowledge the LOA and the LOA issued to such a Consultant shall stand cancelled.

- (vi) The Consultant shall commence the assignment on the date and at the location specified by 15th day of issuance of LOA or as specified separately by DFCCIL.
- (vii) The successful Consultant for the purpose of execution of the services, progress review and monitoring, shall submit, a detailed work schedule with duration of activities and the resources required for each activity and PERT network/ CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the Bid Document for consideration and approval by DFCCIL as mentioned in the Clause 19(3) of General Condition of Contract. This approved schedule/ network shall be pre-requisite for signing of the Contract Agreement and shall form part of the Contract Agreement.

Confidentiality:

Information relating to evaluation of tenders and recommendations concerning award shall not be disclosed to the Consultant(s) who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

Chapter-V
SCOPE OF SERVICES
&
PAYMENT SCHEDULE

1.5 Terms of Reference (TOR):

The Master Planning of project “**DFCCIL Integrated Office Cum Residential Complex**” situated at Sec-145, Noida has already been done by DFCCIL (through an architectural consultancy contract) and was approved by Noida Authority.

Accordingly, in “**Phase-I**” of the project, one Corporate Office building of built-up area around 20,259 sqm and Heavy Haul Institute (HHI) Complex comprises of Admin Building (G+3)-3,541 sqm, Hostel Building (G+5)-5,108 sqm, General Lab Building (approx. 2800 sqm) and one CGM/Noida Office Building (approx. 1500 sqm) are constructed by DFCCIL under this Complex.

Now, in “**Phase-II**” of the project, Residential Complex comprises of 01 no. MD/Bungalow, 05 nos. Director’s Bungalow, 05 nos. of Residential Towers (Type-II, Type-III, Type-IV, Type-V each having 33 apartments & Type-VI comprising of 22 Apartments), Officer’s Rest House with small Club & Auditorium etc. with allied facilities is planned to be constructed by DFCCIL.

The footprints of the above residential buildings and concept architectural drawings comprising of layout plans, front elevation, etc. has already been planned by our previous Architect along with the Master planning of the complex. However, complete Engineering Design & Drawings including detailed Architectural, Structural, MEP, Interior finishes & land scape drawings etc. along with Design basis reports, Preliminary & Detailed estimates, specifications, bill of quantities, working drawings and all the pre & post statutory compliances & approvals from various Statutory Authorities etc., is required through this consultancy contract upto the completion and occupation of the project to complete satisfaction of DFCCIL.

In addition to above, the Consultant shall provide complete Project Management Consultancy Services for construction of this residential complex comprising of site supervision, certification of measurements and contractor’s running & final bills, certification of new Non-schedule items along with their rate analysis, complete quality control, safety, monitoring progress to keep the works completed on schedule and within the approved budget along with co-ordination with all the contractors/consultants till the completion of all the buildings and their handing over to DFCCIL for its occupation.

The consultant shall make all the engineering decisions (on behalf of the DFCCIL) including approval of all shop drawings and samples submitted by the contractor(s) in consultation with the DFCCIL and make necessary correspondence with the contractor(s) for successful and timely completion of the project. The consultant shall advice DFCCIL on all the matters and claims raised by the contractors/suppliers in relation of the contract or supply of goods connected with the project including the interpretation of the contract documents etc.

Accordingly, this tender for Comprehensive Architectural & PMC services has been invited by DFCCIL for the complete design and development of DFCCIL Residential complex at Sec-145, Noida.

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CONSULTANCY & PMC SERVICES/DFC COMPLEX/2024/04**

The consultant shall advice DFCCIL on all the matters and claims raised by the contractors/suppliers in relation of the contract or supply of goods connected with the project including the interpretation of the contract documents etc. PMC shall be fully responsible to assist the DFCCIL for dealing with the disputes, claims & arbitration proceedings, if any, for contracts entered between DFCCIL and building contractor (s) etc. PMC will also prepare claims/counter claims, Défense statements, attend hearings and provide all necessary support to DFCCIL till final settlement of disputes.

The consultant shall setup a site office for managing the project on a daily basis and shall depute Team leader/ Project Manager and requisite technical support staff at site as per the requirement of the project defined in SCC of the Tender document. The consultant shall attend all the necessary meetings and inspection of the project at various stages or any part thereof by DFCCIL and all the relevant authorities time to time without any additional cost to DFCCIL. Further, the consultant will inspect the Plants, Godowns, Offices & Testing Laboratories etc. at their own cost for successful completion of the project. **Nothing extra will be paid by DFCCIL on this account.**

The details of the building(s) with their approx. Built-up area, for which a Comprehensive Architectural Design & Project Management Consultancy Services would be required is as under: -

Sl. No.	Description of buildings	Building no. as per the approved Master Plan	Tentative built-up area (sqm)	No of Unit/Flats	Area of each unit (sqm)	Remarks
	Phase-II					
1	Residential Buildings					
a.	MD/Director Bungalow/Flats	24	3076.70	06	512.00	
b	Residential Type-II Quarters, 11 Storey (B+S+11+T)	18	5841.40	33	79.34	
c.	Residential Type-III Quarters, 11 Storey (B+S+11+T)	19	6194.11	33	89.42	
d.	Residential Type-IV Quarters, 11 Storey (B+S+11+T)	20	9994.68	33	164.11	
e.	Residential Type-V Quarters, 11 Storey (B+S+11+T)	21	11673.20	33	207.00	
f.	Residential Type-VI Quarters, 11 Storey (B+S+11+T)	22	13053.63	22	319.08	
2	Commercial Complex (block-1 & 2)	10 & 11	486.0	02	243.0	
3	Officer's Rest house (G+2)	14	2779.0	01	2779.0	
4	Small officer's club with Auditorium	-	1000 (600+400)	01	1000	
5	All external Development	7, 9, 12 & 25	-			The external area

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works (incl. of utility structures, outdoor sports facility, landscape green, road network, external sewerage, drainage, water supply, plumbing, firefighting & electrical works etc. for the area earmarked for residential complex.					for development is approx. 1 Lakh sqm
Total Built up area (Approx.)		54100 sqm			

SCHEDULE OF SCOPE OF WORK/SERVICES

A. Scope of Services for Architectural & Engineering Design:

The scope of Services to be performed relates to the Design & construction of the proposed DFCCIL Residential complex situated at Sec-145, Noida.

- 1.1 The brief scope of services includes Architectural, Engineering Design consultancy services but not limited to preparing and submitting all detailed drawings, Design basis reports, Detailed Estimates, Specifications, Bill of quantities, Tender drawings, Good for construction/working drawings, as required for construction of the buildings (all complete) upto the successful completion of the project for each of the following components:
 - 1.2.1 Survey and Geo Technical investigation and submission of reports to DFCCIL.
 - 1.2.2 Architectural Designs and Drawings including plans, elevation and sections etc.
 - 1.2.3 Details of FAR calculations, circulation plan etc.
 - 1.2.4 Structural Design & Drawings for each member of the framed structure building etc.
 - 1.2.5 Detailed drawings for all components of Civil works like brick/block work, plastering, water proofing etc.
 - 1.2.6 Design & Drawing of General Electrical works including Power supply, UPS, Lighting, Power Backup including exhaust system, connections from Electrical Sub-Station, Solar Power infrastructure etc.
 - 1.2.7 Firefighting including Fire Alarm and protection services including Fire Hydrant including dry/wet risers & Hose reel system, Fire sprinkler & Automatic Fire Alarm system etc.
 - 1.2.8 Plumbing, Sanitary & Sewerage system etc., including connection from UGT & STP.
 - 1.2.9 Water supply including Hot & Cold-water Reticulation piping system etc.

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- 1.2.10 Sewerage & Drainage system including all the internal & external piping system and rain water harvesting system etc.
- 1.2.11 Interior Designs & detailing of all the finishes components like flooring, Door & Window, painting, false ceiling, wall paneling/cladding/finishes, Acoustics, Modular Kitchen, Furniture layout etc.,
- 1.2.12 Lift system
- 1.2.13 Heating, Ventilation & Air conditioning (HVAC) works etc.
- 1.2.14 Low Voltage services including IT and Electronic communication systems, Access control system, CCTV, PA System, Security System, Building Management System etc.
- 1.2.15 External Development including peripheral Roads, Drainage & Sewerage system, Hard & Soft Landscape including Irrigation system etc.
- 1.2.16 Detailing of parking and vehicular movement etc.
- 1.2.17 Graphic Designs and Signage scheme etc.
- 1.2.18 DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida has already been awarded with a 5 Star Rating under GRIHA Pre Certification. The Consultant shall prepare and submit all designs, drawings and documents in accordance with the parameters pertaining to GRIHA 5 Star rating and appoint a consultant or inhouse arrangement for developing the drawings/BOQ for the project and liaison with GRIHA authorities to obtain the GRIHA Rating.
- 1.2.19 Applying submittals to Statutory/Municipal Authorities/GRIHA authorities at different stages of the project (Pre & Post construction) & obtaining the required NOC/Completion & Occupation certificate/GRIHA certification etc.
- 1.2.20 Undertakes site visits and attended meetings for the purpose of project planning & execution with DFCCIL, Local bodies, Govt. authorities etc.
- 1.2.21 Any other drawing/information/details/services required for execution and successful completion of the project etc.

2. **Preliminary Services:**

- 2.1 The Consultant shall take the DFCCIL's instructions as to the requirements and brief, assessing them, giving advice and rendering desired services for the successful completion of the Project.
- 2.2 The Consultant shall examine the Site and its surroundings including the constraints thereof, conduct necessary Survey and Geo Technical investigation and advise DFCCIL on the possible solutions thereto. The cost of necessary Survey and Geo Technical investigation shall be borne by the consultant.
- 2.3 The Consultant shall conduct on the need for any special surveys,

investigations, model tests or feasibility studies and propose the appropriate action to DFCCIL. The cost of necessary test and investigation shall be borne by the consultant.

- 2.4 The Consultant shall carry out such studies as may be necessary pursuant to the DFCCIL and statutory bodies requirements, reviewing the requirements and submit proposals to Govt authorities/Local bodies/statutory Dept. and obtaining permissions/NOC and building approvals from the statutory authorities and to comply with other requirements.

3. **Preliminary Design Phase:**

- 3.1 The Consultant shall consult with DFCCIL to: -

- Establish the design criteria, parameters and basic considerations with respect to the general image, elegant look and character desirable for the Project.
- Ascertain accurately the requirements of the Project, including timescale and any financial limits, submittal dates and project phasing or schedule in relation to the Project.

- 3.2 The Consultant shall prepare design studies on the Project and submit a preliminary design report consisting of scaled drawings and design basis reports for all components of the project for approval of DFCCIL.

- 3.3 The preliminary design shall include:

- 3.3.1 The Architectural & Interior design, conceptual furniture layout, finishes, color scheme, light fixtures, electric and other points of use reflected ceiling plan, design intent and conceptual perspective sketches etc.

- 3.3.2 Concepts for indoor and outdoor landscaping, street furniture, signages, lighting arrangement etc.

- 3.3.3 Conceptual structural systems including construction systems and methods etc.

- 3.3.4 Schematic layouts of all services and utilities including Electrical (both high and low voltage), Mechanical, Plumbing, Firefighting, Networking, Security and alarm systems including building management system etc.

- 3.3.5 The design shall include provisions with respect to special facilities for the differentially abled people such as lifts, washroom, ramp on the ground floor, entrance lobby etc.

- 3.4 The Consultant shall prepare the preliminary sketch designs to interpretate the design brief and shall prepare preliminary estimates of the probable construction costs based on current area, volume or other unit costs based on conceptual plan etc.

- 3.5 The Consultant shall prepare all necessary drawings and finishes

schedule and other details as required for preparation of estimates etc.

- 3.6 Upon obtaining the approval of the DFCCIL for the said preliminary design and estimate, the Consultant shall prepare all calculations and prepare such amendments and further drawings and documents as may be necessary to proceed with detailed design and development phase of works.

4. **Statutory Approvals and GRIHA certification:**

- 4.1 Statutory approvals are required for development of buildings; accordingly, the Consultant shall prepare specific drawings, calculations and supportive documents and other documentation and submit the same in the standard formats to the relevant authorities for the purpose of securing the outline planning approval for the Project. The Consultant shall ensure that all designs and drawings shall comply with the statutory provisions of the authorities from which approval has been sought by DFCCIL. The Consultant shall coordinate and provide in soft copy editable format like .dwg, .docx, .xls or any other format as required of all the basic drawings, calculations and other documents sufficient enough to obtain the requisite Approvals/Sanctions/NOC from the concerned authorities. The Consultant shall also attend meetings with the relevant authorities and liaising with them for obtaining the requisite pre & post statutory compliances & approvals such as Building plans, fire NOC, CTE & CTO, AAI clearance, etc., from various Authorities such as NOIDA Authority, UP Fire Services, Airport Authority of India, UP Pollution Control Board etc., including completion and occupancy certificates as per the need and requirement of the project.

- 4.2 DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida has already been awarded with GRIHA Pre Certification for 5 Star Rating. The Consultant shall prepare and submit all drawings and documents required to register the buildings for certification under GRIHA 5 Star rating and undertake all associated liaising with the certification authorities in this regard. Obtaining the final GRIHA 5 Star rating certification shall lie with the Consultant and as such the Consultant shall be bound to ensure proper and complete documentation required during the initial stage, construction stage & Post construction Phase etc.

5. **Design Development Phase:**

- 5.1 On the basis of the preliminary design and preliminary estimate approved by the DFCCIL, the consultant shall undertake detailed design development drawings/documents of all components of the project which shall include detailed drawings showing plans, elevations and cross-sections and all other drawings necessary for the implementation of the Project and which serve to illustrate the size and character of the entire Project.
- 5.2 Collect all information, technical data, etc. on structural design, finishes, equipment, fittings, products, color and specification as required to enable the interpretation of the services documentation and requirements

to be integrated in the design;

- 5.3 The Consultant shall submit detailed Design basis reports (DBR) of all components of the project to enable DFCCIL to review / vet the designs internally and through professionals like IIT/NIT etc. for this purpose. The Consultant is also expected to provide 3D visualization of the proposed buildings and each area proposed to be utilized as per the proposed plans. The Consultant shall coordinate with such professionals, attend meetings and provide all necessary information drawings and details sufficient for systematic detailed review/vetting of the design proposals. However, the fee of proof checking/vetting from 3rd party i.e., IIT/NIT shall be borne by DFCCIL.
- 5.4 The Consultant shall ensure that all the Sub-Consultants/Associates appointed for the designing and detailing of particular discipline of Civil Structure, Interior Finishes, Services like Fire, Plumbing, Electrical, Air conditioning & Ventilation, Landscaping etc., shall provide drawings, information and details in respect of their related works undertaken along with the detailed estimates on priority and as per the requirement of the project. The Consultant shall also ensure that all the said drawings and details comply with the requirements of the relevant statutory authorities and as per latest codes & practices.
- 5.5 The design development phase may consist of numerous iterations and consultative meetings with DFCCIL. The Consultant upon receiving comments / feedback from the DFCCIL on the said design development documents and estimates, shall make necessary changes/amendments and again submit the same till the designs and details are finally approved by DFCCIL or any other statutory authority for the purposes of successful execution of the project.
- 5.6 The Consultant shall prepare & submit detailed Design and drawing/calculations for all the structural components of the buildings as per Codal requirements. The structural design shall have to be done on STAAD-PRO/ETAB software or similar software (*latest version*). Nothing extra shall be paid on this account.
- 5.7 The Consultant shall Design earthquake resistance structures as per relevant seismic zone for all the buildings including Design calculations for all the components and submit detailed Structural Designs & drawings to DFCCIL including vetting of the same from IIT/NIT/Institute approved by DFCCIL. However, fees of proof checking by IIT/NIT etc., shall be borne by DFCCIL.
- 5.8 The Consultant shall submit detailed Architectural, Civil & Structural Drawings and Interior Design & Detailing of each component like flooring, false ceiling, wall paneling/cladding/finishes, Door & Window Schedule, Modular Kitchen, Furniture layout etc., for all the buildings including utility services like Fire Fighting, Plumbing, Sanitary, Electrical, Air Conditioning & Ventilation, Fire Alarm & protection system, Acoustics, Low Voltage System like telephone & Internet, BMS, Security system, Lift etc. for the approval of DFCCIL.

5.9 Any other drawings/information/details required for successful execution & completion of work but not mentioned above.

6. **Documentation for Tender Phase for Construction of Buildings:**

Upon obtaining the approval of the DFCCIL and Statutory Authorities for the design development drawings & documents, the Consultant shall conduct the work of identifying the items and their quantities by coordinating with their sub-consultants and associates, to provide the items and their quantities to prepare and submit the following:

6.1 The Consultant shall submit Detailed estimates and bill of quantities (BOQ) based on latest Delhi Schedule of Rates of CPWD (*DSR*) for Scheduled items and based on rate analysis for NS Extra items for all the Civil & Interior works, Fire Fighting, Plumbing, Sanitary, Electrical works, Air conditioning & Ventilation (HVAC) works, Lift, Fire Fighting & Fire Alarm System, Acoustics, Low Voltage works like telephone & Internet, BMS, Security system, etc. for the approval of DFCCIL. CPWD and BIS code specifications shall be followed for all the Schedule items. The consultant has to prepare and submit Take off sheets of quantities, supporting calculations and relevant tender Drawings developed for the works to facilitate calling of tenders by DFCCIL.

In particular, for items not covered by CPWD/BIS specifications (i.e., non-Schedule items), the Consultant should provide detailed specifications, description of the items and market rate analysis supported with Quotations and complete BOQ to be incorporated in the tender document.

6.2 Prepare and submit the detailed technical specifications and list of makes of items included in the BOQ.

6.3 Submission of adequate no. of the BOQ/Estimates, Tender drawings detailed specifications etc. as required by DFCCIL for its approval.

6.4 Attend meetings and provide information to DFCCIL to finalized tender document(s) for all the components of the project for floating tender.

6.5 Ensure that all documentation produced is clear, precise and unambiguous and is in a simplified format easily comprehensible by DFCCIL and other tenderers and suppliers etc.

6.6 Amend the documents and drawings as directed by DFCCIL as necessitated by any functional or financial requirements or after discussion in pre-bid meetings.

6.7 To assist DFCCIL for issuing any Corrigendum/Addendum after the floating of tender or as per discussion in pre-bid meetings as deemed necessary by DFCCIL

6.8 Ensure that the products and materials specified are readily available and obtainable to achieve the requirements of the overall program;

- 6.9 The Consultant shall further ensure that the BOQ/tender document(s) set forth, describe and prescribe in detail the works to be performed so as to enable competitive tenders to be called upon. The Consultant shall assist to DFCCIL, such as plans, details, specifications, special conditions of contract and any other information to enable DFCCIL to prepare the tender document(s).
- 6.10 The Consultant shall assist in making replies to bidders for any queries raised during the tender period or at the time of pre-bid meetings in relation to the trade packages and/or the tender document(s) and attend all the meetings convened by DFCCIL in this regard.
- 6.11 After award of the contract(s), the Consultant shall attend project planning meetings with DFCCIL to brief the contractors, sub-contractors and shall set forth the procedures for the administration of the Project. The Consultant shall provide all assistance as may be required by DFCCIL for the commencement and expeditious execution of the Works;

7. **Scope of Work at Construction/Execution Stage:**

The consultant shall prepare and issue detailed working/good for construction drawings for smooth execution of the works.

This will include:

- 7.1 To prepare & issue good for construction drawings & visit the site of works regularly to solve the problems related to design & drawings (if any) and issue necessary clarifications/details thereof during the construction stage.
- 7.2 To approve all the shop drawings submitted by the contractor(s) during the execution of works.
- 7.3 Prepare and submit (in 3 copies) of Detailed Good for construction drawings for all the components of the project (with all revisions) as per requirement of DFCCIL.
- 7.4 The Consultant shall prepare & issue all detailed Co-ordinated Services drawings of Plumbing & Sanitary, Electrical, Fire Fighting & Alarm System, Acoustics, Low Voltage System like telephone & Internet, Security system, Lift and BMS etc. including all internal and external utility services and ensure proper integration of all the internal & external services at the time of execution of works for proper functioning of all the services at the time of operation of the buildings. **The coordinated service drawings are the most important part during the execution of the works and to make the buildings “Fit to purpose” for the use of DFCCIL. The consultant is supposed to provide best of his services with utmost care for this consultancy work.**
- 7.5 The consultant shall assist DFCCIL in approval of any samples of material(s), finishes, product(s) as submitted by the contractor during the execution of the project and further assist DFCCIL for approving Mockup/Model/Sample/Moot boards for Bungalow/Apartments including all services and fixtures before

further execution of Interior finishing work by the contractor(s). **Sample and mockup approval is the most important part during the execution of the works and to make the buildings aesthetically look good and fit to purpose for DFCCIL. The consultant is supposed to provide best of his services with utmost care for this consultancy work.**

- 7.6 Supply to DFCCIL such further drawings, specifications or details which may be required for proper execution of work time to time.
- 7.7 Obtain DFCCIL's approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme (if any).
- 7.8 Carrying out all the modifications/deletions/additions/alterations in design/drawing/documents with due consent of DFCCIL as required for proper execution of works at site till completion and handing over of the project.
- 7.9 Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings & details (if required) for proper execution of work at site. The expenses for attended meeting and site visits shall have to be borne by the Consultant and shall quoted their fee accordingly. **Nothing extra shall be payable on this account.**
- 7.10 After each site visit the Consultant should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of DFCCIL. The architect may also offer suggestions to improve appearances and workmanship or/and offer necessary guidance in executing the work(s) as per approved drawings.
- 7.11 Any other drawings/information/details required for successful execution & completion of work but not mentioned above.

8. Scope of Work at Completion Stage:

- 8.1 Prepare and submit As-Built completion drawings; i.e., plans, elevations, cross sections & area statements etc. for all the Civil, Structure and Interior finishes indicating the details in required scale of the buildings with all internal & external services as completed and supply 3 sets of As-Built completion drawings to DFCCIL.
- 8.2 Preparation & submission of completion reports and such other documents for the project as required by DFCCIL, local bodies or any other such authorities, if required.
- 8.3 Assist DFCCIL in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as

required by DFCCIL. The Consultant will assist DFCCIL in providing such clarifications/documents as required by DFCCIL.

- 8.4 Any other drawings/information/details required for successful execution & completion of work but not mentioned above.

9. Post-Construction and Statutory compliance

9.1 The Consultant shall attend all necessary interim and final inspections of the Projects at various stages or any part thereof by representatives of all relevant authorities and/or the DFCCIL.

9.2 The Consultant shall provide all necessary drawings / documents and details sufficient to apply and obtain statutory approvals, permissions from Government departments / Agencies / Boards/ Undertakings/ Local authority and assist DFCCIL in getting the necessary statutory approvals and obtaining Completion & Occupation certificates along with other post completion NOCs like fire safety permissions, Consent to Operate etc., from the Local Municipal bodies as required for proper commissioning of the building and assist DFCCIL in inspections by Municipal/Fire/Electrical Authorities in this regard for obtaining such certificates timely. *Any statutory fee payable to local bodies/authorities etc. for issue of completion and occupation certificate shall be borne by DFCCIL.*

10. Broad Scope of Obtaining GRIHA 5 Star rating Green Building Certification for Residential Complex.

- (a) Complete Design, preparation & submission of reports as per GRIHA norms for obtaining 5 Star GRIHA Rating etc.
- (b) Facilitating 5 Star GRIHA Green Building Rating to all the Buildings of Residential Complex, all complete.
- (c) Attending all the meetings and inspections to be carried out by GRIHA team during the execution of the project.

The Consultant shall arrange the services of expert professionals who will facilitate DFCCIL in obtaining GRIHA 5 Star Green Building rating to all the buildings present in the Residential Complex. The scope of facilitation job would broadly include:

- 10.1 Incorporating Green Building concepts as per the extent guidelines of GRIHA in the design phase in consultation with the GRIHA expert
- 10.2 To select materials specifications as such to meet the GRIHA 5 Star rating requirement. Support in identifying vendors for the project to meet GRIHA 5 Star rating.
- 10.3 Prepare the tender document to ensure the technical specification in tender meets the GRIHA 5 Star rating requirement.

- 10.4 Prepare and provide all necessary templates for the design team, so as to meet GRIHA 5 Star rating requirement.
- 10.5 Prepare the Designs & Reports as stipulated by GRIHA during the project in consultation with the GRIHA expert.
- 10.6 Attending all the meetings and inspections to be carried out by GRIHA team during the execution of the project
- 10.7 The Facilitator team shall filter, cross validate, verify consistency add value and consolidate to make the document suitable for submission to GRIHA.
- 10.8 Define the scope of work for the commissioning agent.
- 10.9 Scrutinize the GRIHA 5 Star documents before submission. Provide inputs on previous credit interpretation requests.
- 10.10 Overall facilitation to obtain GRIHA 5 Star rating for all the buildings of all the Residential Complex.
- 10.11 Any other service required for facilitation of GRIHA 5 Star rating for the Residential Complex, but not mentioned above. Nothing extra shall be account of any other services required for successful obtaining the GRIHA 5-star rating.
- 11.0 In the event of any conflict or inconsistency between the sections as mentioned above, the DFCCIL decisions will prevail and is final and binding on the consultant.

B. Brief Scope of Services for Project Management Services:

The objectives of this part of the consultancy services are to supervise the project as “Engineer” by the consultant appointed by DFCCIL to carry out the duties assigned to him by DFCCIL through this contract by suitably appointing qualified Engineers & other professionals who are competent enough to carry out these duties. The consultant as “Engineer” is fully responsible for ensuring timely completion of the project within stipulated time & cost. The consultant should handle the project professionally using latest project implementation techniques as Project Management Consultant (PMC) by application of Project Management Tools, diligent Contract Management, Time Management, Cost Management, Quality Control & Assurance and Safety Management etc.

The Consultant shall provide Project Management Consultancy (PMC) Services for “**DEVELOPMENT OF A RESIDENTIAL COMPLEX (WITH GRIHA 5 STAR GREEN BUILDING RATING) TO BE CONSTRUCTED IN PHASE-II OF THE PROJECT “DFCCIL INTEGRATED OFFICE CUM RESIDENTIAL COMPLEX AT SEC-145, NOIDA”**”. The brief scope of services shall include but not limited to the those described here under:

1. The Consultant as “Engineer” shall plan, monitor and control the various activities of the project to keep the works completed on Scheduled time and within the Budgeted cost. Prepare systems for Cost Controlling & Time Management.

2. The Consultant as “Engineer” shall be fully responsible for entire project Supervision, Quality Control & Assurance and Safety and shall ensure it up to the completion and handing over of the project to DFCCIL.
3. Provide overall Project & Contract management and coordination with all the related consultant(s) and contractor(s), statutory bodies and authorities or any other agency for successful completion of the project. Ensure that applications for statutory approvals and consents etc. are submitted in accordance with programs and bringing it to the notice of the Employer for any potential delays.
4. The Consultant as “Engineer” shall ensure that all the components of the project are carried out in full compliance with the Engineering Designs, Drawings, standards, technical specifications and contract conditions as stipulated in the tender documents with building contractor(s).
5. The CONSULTANT as “Engineer” for the project will make all engineering and technical decisions (on behalf of DFCCIL) required for successful and timely completion of the Project.
6. The CONSULTANT as “Engineer” shall plan, coordinate and execute all activities leading to the construction of buildings in this Residential complex including external development till the completion of buildings & their successful handing over to DFCCIL “fit to purpose” for their use.
7. Analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software in consultation with DFCCIL.
8. Certify measurement of works under execution by the building contractor(s) and keep proper custody of the records to be produced for inspection whenever needed;
9. Provide the Employer with necessary data required for expeditious decision making in the project.
10. Furnish Financial & Physical progress reports as desired by DFCCIL based on predetermined formats & time schedules etc.
11. Establish a design control system to identify changes, so that timely action may be taken in order to save time and remain within budget.
12. Scrutinize and certify On Account bills and final bill of the building contractor(s), prepare and issue certificates for payment in accordance with the contract, after ensuring any deductions and statutory taxes etc.
13. Process variations for approval of the Employer due to any extra items introduced (both schedule & Non-Schedule) or increase in quantity of the existing contract BOQ items.

14. Determined the claims of the contractor in consultation with DFCCIL in an endeavor to reach agreement with each party.
15. The consultant as “Engineer” may issue to the contractor (at any time) instructions which may be necessary for the execution of the works and the remedying of any defects, all in accordance with the contract
16. Submit to Employer periodical statement of costs incurred at various stages of works and provide to Employer deviation statement of costs compared to budgeted costs for various stages as desired by DFCCIL time to time.
17. Establish a Quality control and Assurance system for each project activity and have adequate quality supervision in place to ensure that quality assurance programs set up by the building contractors are in compliance with the prevalent IS codes, BIS codes and CPWD specifications
18. Review safety programs developed by each of the building contractor(s) and Monitor Day to day implementation of safety procedures and have adequate safety supervision in place to ensure that safety programs set up by the building contractors are in compliance with prevalent laws and regulations.
19. Co-ordinate building contractor(s) compliance with requirement of Labor Laws, Welfare measures as per the law of land.
20. Provide Value Engineering service that will result in economical and quality product.
21. Ensure construction is as per time lines; material delivery schedules are as per project time lines.
22. Rendering timely advice for implementing special measures for effecting cost/quality/time benefit for the project.
23. Any other activity or services required for proper execution and functioning of the project.

C. Detailed Scope of Services for Project Management Services:

1. Detailed Activities to be ensured at Pre-Construction Stage:

- (a) Discussions with DFCCIL and finalization of project brief including incorporating the DFCCIL’s requirements.
- (b) Checking of all the designs, drawings, technical specifications submitted by Architect to ensure their completeness/ correctness in entirety.
- (c) CONSULTANT as “Engineer” shall be responsible for reviewing the structural, services and finishes and other drawings prepared by Architect/Structural Consultant and can suggest and intimate any remedial

measures as per site condition etc., if required at any stage of the project.

- (d) Ensure timely collection, checking and approval of technical submittals/shop drawings, material specification sheets, technical literatures submitted by the building contractors and ensure that GFC (Good for Construction) drawings are followed for execution by the building contractor(s) strictly thereof.
- (e) Hold review meetings with contractor(s)/vendor(s) and other interaction/coordination meetings at site along with representative from DFCCIL etc.
- (f) Prepare detailed planning of the project by doing Scheduling/PERT/CPM charts in project management tools such as MS EXCEL/MS projects/Primavera etc., in consultation with DFCCIL.
- (g) The project shall be headed by sufficiently senior and competent Engineers and technical staff having relevant experience and of impeccable integrity. The CONSULTANT shall submit the tentative organization chart for managing the project, so that appropriate decisions are taken quickly. The deployment schedule shall be reviewed from time to time and necessary revisions / adjustments shall be made in the schedule as may be found necessary by DFCCIL as per the requirement of the project. The Team Leader and other Senior Engineers shall not be frequently changed during the execution of the project except with concurrence of DFCCIL and as per the relevant condition defined in the contract in this regard. If the Employer intends to replace any technical staff of the consultant, the consultant shall replace the same with the person having equivalent qualification and experience or more upto the complete satisfaction of DFCCIL.
- (h) Any other activity that is deemed necessary as pre construction activity, but not included in the above-mentioned list shall form the part of scope of work of the CONSULTANT and the decision of DFCCIL shall be final & binding in this regard. Nothing extra shall be payable on account of any new activity which is required for the project but not covered above.

2. Detailed Activities to be ensured at Construction Stage:

- (a) The CONSULTANT as “Engineer” shall review, study and analyze the briefs, designs, concepts, detailed designs, estimates, Good for construction drawings etc. and get the work executed as per the issued drawings, specifications & requirements as per the contract documents using applicable DFCCIL/CPWD/IS codes & procedures etc. The Consultant shall check & verify all the Architectural, Structural and finishes drawings during the construction phase including fabrication/shop drawings, bar-bending schedules and any other details/drawings submitted by the building contractor(s). In case of any discrepancy or shortage of information in the drawings, the consultant shall inform the Architect/Design consultant regarding the same and get rectified it before issuing it to building contractor(s) for execution.

- (b) The CONSULTANT as “Engineer” will ensure that all design, drawings, details, specifications are sufficient for execution of the Project in totality. In case any other drawing, details etc. are lacking in the opinion of the Consultant, the same shall be intimated to the Architect/Structure/Service consultant(s) immediately and obtain it timely so that construction activities would not be hamper on this account.
- (c) The consultant as “Engineer” is fully responsible for Co-ordination with all the stakeholder of the project i. e, Architect, Structural designer, Interior Designer, Service consultant, landscape consultant etc., for any clarifications, modification (if required) due to site conditions etc. for smooth execution of the project.
- (d) The consultant as “Engineer” is fully responsible for checking, verifying and certifying all the items, measurements/quantities and rates/amounts for the On-Account Running bills and Price Variation Bills (PVC) etc., claimed by the building contractor(s) and Final bill and recommended the fully checked and verified the bill for payment to DFCCIL. The consultant as “Engineer” is fully responsible for certification of all the items/measurements claimed by the building contractor(s) from time to time and at such intervals as in the opinion of Engineer/Consultant shall be proper as per the progress of works and as executed at site. All payment due by the building contractor(s) subject to any deductions or statutory provisions of the contract shall be duly certified by the Consultant as “Engineer” for the works executed and issue a “Certificate for payment” while recommending the bill for payment to DFCCIL.
- (e) The consultant as “Engineer” is fully responsible for Scrutinizing the need and checking applicability of any Extra items (both schedule/non-schedule), substitute items, modifications, deductions, reductions etc. which have cost implications on Employer and take prior approval of DFCCIL for such Extra items. In case of introduction of any Extra items (both Schedule or Non-Schedule item) or increase in quantities of the existing BOQ items, the consultant shall provide detailed justification for necessity of new Extra item(s) or increase in quantities of existing BOQ items as per the requirement of the project or any change/modification in Design, Drawings or requirement as per the site conditions or keeping functionality of the project in view. The consultant shall obtain due approval of DFCCIL for these Extra items (other than contract) under the relevant contract clauses as per General Condition of Contract. In case there is likelihood of considerable excess expenditure over the approved detailed estimate/accepted tender cost at any stage of the works, the CONSULTANT shall submit revised detailed estimate along with justification for extra items of work or increase in quantities of existing items of the contract BOQ etc., for approval of DFCCIL.

- (f) The consultant as “Engineer” is fully responsible for conducting periodic review meetings to review the progress of the project works and issue Minutes of meetings in this regard. Such meetings shall be held periodically with the building contractor(s), Employer, Sub-Consultants, vendors etc., at site or as desired by DFCCIL. Further, the consultant shall also highlight the reasons for delay and failure in periodic meetings and obligations of various parties of the project and suggest remedial measures to be taken, so that the work can be completed as per the agreed program and cost.
- (g) The consultant as “Engineer” is fully responsible for conducting Coordination meetings at site with Consultants, Contractors and vendors to ensure timely availability of the inputs required for un-interrupted construction at site and solving various other issues for smooth execution of the project and issue Minutes of Meeting in this regard.
- (h) The consultant as “Engineer” is fully responsible for review and monitor the contractor(s) quality control and quality assurance procedure strictly. The Consultant will coordinate with building contractor(s), finalize and approve **Quality Assurance Plan (QAP), Testing plan and Performance report of materials** and other documents necessary for quality control at site before execution of such activities in consultation with DFCCIL.
- (i) The Consultant as “Engineer” shall witness all the testing of materials, In-house or through 3rd party tests conducted at site or at respective labs. The consultant representative shall also visit the respective RMC plants before loading of the any concrete to ensure the desired quality parameters of materials as per the approve Design Mix and conduct the requisite testing at plant & site laboratory etc. If so required, testing and checking of manufactured items have to be carried out at the manufacturer’s factory as desired by DFCCIL. **Nothing extra will be payable by DFCCIL on this account.**
- (j) The consultant as “Engineer” is fully responsible for managing and inspect on site activities / day-to-day supervision of works under execution to achieve high quality construction and installations in accordance with drawings and specifications; construction and installations are as per design intent and as per approved method statement; right sequence of construction is followed.
- (k) The consultant as “Engineer” in coordination with building contractor(s) shall finalize and approve the “**Method Statements**” for each & every important project activity and submit to DFCCIL with an appropriate and efficient mechanism to ensure their effective implementation at site.
- (l) The consultant as “Engineer” in coordination with building contractor(s) shall finalize and approve the “**Safety Assurance Plan**” for the site in consultation with DFCCIL with an appropriate and efficient mechanism to ensure their effective implementation at site. The consultant shall conduct weekly safety meetings at site and record it through proper documentation, photograph etc.,

and ensure safety at all the time during the execution of the project.

- (m) The CONSULTANT as “Engineer” shall also apprise the DFCCIL of the progress and/or activities of the project on monthly basis and reporting for all the works under execution and submit monthly progress reports and highlight the critical issues on all aspects in these reports as deemed fit. The Consultant shall generate and submit to DFCCIL time-to-time progress reports in the agreed formats as per the contract. For this all the necessary data relevant to the execution of works including materials brought and consumed at site, hindrances if any, records of daily labor deployed at site, progress photographs etc. shall be maintained by consultant. The report shall inter-alia include the following:
- a. Name of Project, Employer, Consultant and Contractor.
 - b. Scope of Works of Contractor
 - c. Date of Commencement/ Date of Completion: Scheduled & Actual
 - d. Major Issues and Decisions Pending including Drawings Constraints (if any), Site constraints (if any), Equipment Constraints (if any)
 - e. Status of Progress of Work: Cash Flow Chart, & Bar Chart.
 - f. Areas of Concern
 - g. List of Registers Maintained by Contractor/Consultant
 - h. Labor Deployment Chart.
 - i. List of Equipment Mobilized at Site
 - j. Materials/Personnel at Site
 - k. Status of Payment to Firm
 - l. Quality of Material / Tests
 - m. Cost Split Up of the Package
 - n. Photographs of the Site
 - o. Site Order Book remarks
 - p. Visitor’s Site Inspection etc.
 - q. Any other information as desired by Employer.
- (n) The Consultant as “Engineer” shall prepare and submit required planning for the successful completion of project such as project execution plan based on financial model and time, Work – Break down Schedule for the project, Master project scheduling with interdependencies etc. Identify Critical Path Activities and establish sign off dates for key activities, project progress reviews & monitoring etc. The consultant shall monitor the progress of the works based on detailed Master program to be presented in MS excel/MS Project/Primavera & highlights the critical activities, key project risks, bottlenecks in adherence to the initial project plan and suggest remedial measures thereof to DFCCIL to mitigate them.
- (o) The consultant as “Engineer” shall issue to the contractor at any time instructions which may be necessary for the execution of the works and the remedy of any defects in accordance with the contract. The consultant as “Engineer” shall do contractual communications (for which he is authorized by the Employer in accordance with the contract) with the related consultants/contractors/vendors related to the project and raise red flags on

events and correspondences which may lead to disputes/claims/damages on DFCCIL. Advise DFCCIL on such events and correspondences to protect DFCCIL interest within the specified/real time.

- (p) The CONSULTANT as “Engineer” will coordinate with building contractor(s) for timely completion of the project based on functional requirement of DFCCIL. In addition to this, CONSULTANT shall also ensure that the contract clauses whether related to quality, safety, labor laws etc., are respected and the works are executed accordance with its provisions given in the contract document or otherwise.
- (q) The CONSULTANT as “Engineer” shall ensure full adherence to relevant CPWD specifications, BIS codes, CVC guidelines, Labor, environment and other regulatory requirements and shall also ensure observance of all formalities for day-to-day activities as defined in Contract document and shall follow latest CPWD/DFCCIL/IR Specifications/guidelines for execution of these Building Contracts.
- (r) The consultant as “Engineer” shall advice DFCCIL in various decision-making activities pertaining to the successful project execution and progress at all times of the project. The consultant shall provide or arrange to provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the contractors/Vendors etc.
- (s) DFCCIL may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the CONSULTANT will render due assistance in discharge of their duties.
- (t) The construction work is open to technical/quality audit/ financial audit by any authorized Government agency to which the CONSULTANT will render assistance in discharge of their duties.
- (u) The CONSULTANT as “Engineer” shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on-site quality checks. The CONSULTANT shall ensure third party test of materials as per the provisions given in ITP/CPWD.
- (v) The CONSULTANT as “Engineer” shall execute the project in a time bound manner and hand over the building / other works complete in all respect to DFCCIL within the time limit stipulated in the contract agreement of “Building Contractor(s)”. The CONSULTANT shall ensure that no time and cost overrun occurs. The CONSULTANT shall provide Project Management Services from the start of construction and handing over of the project to DFCCIL fit to purpose for its intended use. It shall also be the responsibility of the CONSULTANT to liaise and coordinate with various Govt./Non-Govt. agencies/Consultants for project commissioning.

- (w) Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the CONSULTANT and the decision of DFCCIL shall be final & binding in this regard. Nothing extra shall be payable on account of any new activity which is required for the project but not covered above.

3. Activity to be ensured at Post Construction Stage:

During this phase, the activities are likely to be as under:

- (a) The CONSULTANT as “Engineer” is fully responsible for Taking Over the project from Building Contractor(s) and provide complete handing over of the project to DFCCIL after completion of all the works upto the full satisfaction of DFCCIL, **“fit to purpose” and for the intended use of DFCCIL**. The CONSULTANT shall handover the campus complete in all respect, free from all encumbrances including the vacation of temporary workers’ hutments etc. at site, if any to DFCCIL.
- (b) The consultant as “Engineer” is fully responsible for timely Settlement of all the final bills after complete reconciliation of items & their quantities and all other accounts of the building contractor(s) with DFCCIL.
- (c) Certify testing & commissioning of all the utilities & services items in the contract. The Consultant shall do final inspection, snagging, supervision of testing and commissioning of various systems and take over various parts of the works and systems in terms of the relevant contract conditions and finally handed over to DFCCIL.
- (d) Provide project completion report which shall contain all technical, functional and financial information of the project. Provide Records related to the PROJECT maintained by CONSULTANT during PROJECT execution and shall hand over the same to DFCCIL on completion of the PROJECT.
- (e) Collect all the duly signed As-built drawings from the building contractor(s) after completion of the works in all respect, verify the same at site and handed over to DFCCIL accordingly.
- (f) Co-ordinate with vendors/contractor(s) and arrange for user operation & maintenance manuals and training to client’s representatives. All warranties and guarantees on equipment/fixtures etc. procured by the building contractor(s)/firm(s) shall be in the name of DFCCIL. For specialized works like lifts, air conditioning, DG sets, power substations, fire-fighting etc. a suitable Operation & Maintenance provision be made by CONSULTANT with the stipulation that after handing over of these works, DFCCIL shall enter into a Supplementary Agreement for Operation & Maintenance with the concerned vendor/firms.
- (g) Provide adequate engineering and supervisory staff for day-to-day inspection / monitoring of works during Defect Liability Period of the building contractor(s) and issue of timely notice to vendors/agencies for rectification of defects, if observed.

- (h) The CONSULTANT as “Engineer” shall prepare draft replies and get it vetted from DFCCIL in replying to the observations made by CTEs branch/ CAG Audit/ Vigilance etc., if required. The Consultant shall prepare and submit required documentation related to dealing with any legal and contractual aspects to DFCCIL w.r.t. any Dispute to be represented to DAB or Arbitration panel in the awarded building contracts. The consultant shall assist DFCCIL to settle the observations/objections/ paras (if any) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Government.
- (i) The CONSULTANT as “Engineer” shall be fully responsible for assisting DFCCIL in dealing with the Arbitration cases, if any, for contracts entered between DFCCIL and building contractor(s). The CONSULTANT shall prepare claims/ counter claims, attend hearings and provide all necessary assistance to DFCCIL till final settlement of disputes.
- (j) Assist DFCCIL in obtaining Occupation and Completion certificates along with other post completion statutory approvals/NOCs from the local bodies after physically completion of works and assist during inspections by Municipal/Fire/Electrical Authorities for obtaining such certificates and prepare documentations, if any.
- (k) Any other activity that is deemed necessary post construction, but not included in the above-mentioned list shall form the part of scope of work(s) of the CONSULTANT and the decision of DFCCIL shall be final & binding in this regard. Nothing extra shall be payable on account of any new activity which is required for the project but not covered above.

In the event of any conflict or inconsistency between the sections as mentioned above, the decision of DFCCIL shall prevail and is binding on the consultant.

SCHEDULE OF PAYMENTS

DFCCIL shall pay to the firm as total remuneration/fee for the services rendered in relation to the said works and in particular for the services herein mentioned, in the ratio of **40% (Architectural & Design Consultancy Services): 60% (Project Management Consultancy Services)** of the total fee calculated at the rate i.e., quoted percentage (%) by the tenderer in the financial bid for the complete work of Comprehensive Architectural Design Consultancy & PMC services.

The 40% component of “**Architectural & Design Consultancy fee**” shall be paid lower of the accepted tendered cost of all the work(s) OR final cost of completion of works including variations (without PVC) **whichever is lower**.

The 60% component of “**Project Management Consultancy Services fee**” would be payable on the basis of final cost of completion of works including variations (without PVC).

Till the time accepted tendered cost of execution of all the work(s) is known, the Architectural Consultancy fee payments are made to the consulting firm based on Estimated cost of the work put to this tender by DFCCIL i.e., Rs. 235 Cr. Later, after accepted tendered cost of all the work(s) is known, the fee would be adjusted accordingly.

There may be one or more work tenders for execution/completion of this project. Therefore, till the time final completion cost of all the work(s) is known, the PMC fee will be made to the consulting firm based on “**Fixed Payment**” in terms of Accepted Cost of Tender & its initial duration and “**Variable Performance based Payment**” in terms of Actual work done (i.e. On Account Bill Payments) under the particular Contract(s). Later, after Completion of all the Works, final completion cost of the project is known and accordingly the PMC fee would be adjusted.

A. Payment Schedule for Architectural & Design Consultancy Services:

S. No.	Stage of Payment		(%) of Total Fees Payable
1	Stage 1	On submission & approval of Preliminary Designs, Design Basis report of Structure, MEP & landscaping etc.	10% of agreed fee based on accepted percentage of Estimated Cost of work put to this tender.
2	Stage 2	On approval of Final designs/drawings after the design development phase and submission and receipt of statutory approvals from government bodies as applicable.	30% of agreed fee based on accepted percentage of Estimated Cost of work put to this tender less payment made in Stage-1 (payable in two sub-stages as per progress of work)
3	Stage 3	After submission of Detailed Estimate, tender Drawings, BOQ & Specifications etc. and completion of documentation for tender phase.	40% of agreed fee based on accepted percentage of Estimated cost of work put to this tender less payment made in Stage-1 and 2 (payable in two sub-stages as per progress of work)
4	Stage 4	On submission of working drawings (in stages of Architectural, Structural, MEP, Interior Design & Landscaping details) and release of good for	60% of agreed fee based on accepted percentage on Estimated Cost of work put to this tender less payment made in Stage-1 to 3 (payable in two

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		construction drawings during the Construction Phase.	sub-stages of submission of Architectural, Structural, MEP, Interior Design & Landscaping etc.) as per the progress of work.
5	Stage 5	On execution of 20% of work of its accepted cost of tender.	65% of agreed fee based on accepted percentage of Accepted Estimate Cost of work put to this tender less payment made in Stage-1 to 4
6	Stage 6	On execution of 40% of work of its accepted cost of tender.	70% of agreed fee based on accepted percentage of Accepted Estimate Cost of work put to this tender less payment made in Stage-1 to 5
7	Stage 7	On execution of 60% of work of its accepted cost of tender.	75% of agreed fee based on accepted percentage of Accepted Estimate Cost of work put to this tender less payment made in Stage-1 to 6
8	Stage 8	On execution of 80% of work of its accepted cost of tender.	80% of agreed fee based on accepted percentage of Accepted Estimate Cost of work put to this tender less payment made in Stage-1 to 7
9	Stage 9	On completion of 100% of work.	90% of agreed fee based on accepted percentage of Accepted Estimate Cost of work put to this tender less payment made in Stage-1 to 8
10	Stage 10	Balance after successful commissioning of the residential complex and getting occupancy & completion certificate and obtaining GRIHA RATING from concerned authorities or expiry of maintenance period of the Consultancy contract whichever is later.	100% of agreed fee based on accepted percentage of tendered cost of the work(s) or actual cost of the works after completion whichever is lower less the payment made in Stage-1 to 9

NOTE:

1. For the purpose of evaluating **Architectural Design Services fee**, the cost of the works shall be taken as **lower of the following:**

Accepted tendered cost of all the work(s) of this project for which tender(s) have been awarded by DFCCIL.

OR

Final completion cost of all the work(s) including Variations (without PVC) for which, the firm has rendered services but shall exclude the cost of site office, cost of land, statutory fees payments such as fees, development charges, service connection deposits / charges, premiums etc. with any local authority / statutory body / Government Institute etc., and cost of establishment charges etc.

2. Payment to the firm would be made on stage-to-stage basis as herein above mentioned. The percentage of the total fee as given there would be calculated on the estimated cost of work put to this tender i.e. Rs. 235Cr.

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and paid accordingly till the accepted tendered cost for whole of the work(s) is known. As and when the accepted tender cost of the whole of the work(s) is known, the payments made to the firm based on estimated cost of work put to this tender (as aforesaid) would be appropriately adjusted to accepted tendered cost of all the work(s) and will be paid accordingly.

3. DFCCIL will probably plan one single tender for the construction of residential complex as a whole, however, if in any case more than one tender is planned in stages by DFCCIL, the Architectural & Design fees would be calculated on the estimated cost of work put to tender and paid accordingly till the accepted tendered cost for whole of the work(s) is known and adjusted accordingly.
4. In case, if work tender is not floated for some building/area, then payment of Architecture Design Consultancy fee would be done upto corresponding stage of work on prorata basis.
5. However, in case, the final completion cost of work(s) after awarding tender of whole project including variations (but without PVC) after completion of the works is found to be lower than the accepted tendered cost of the work(s), then recovery would be made by DFCCIL accordingly from the payable dues of the consulting firm. In addition to above, upon reconciliation at any stage, if it is found that an excess payment has been made to the consulting firm, then the same would be recovered by DFCCIL from the payable dues of the consulting firm at that stage itself.
6. Further, if in any case, the work of Architectural Design consultancy is stopped/foreclosed in between due to any reason whatsoever, the fee would be paid up to the corresponding stage of payment for which the architectural design consultancy work has been completed by the firm. In this regard, the decision of DFCCIL is deemed to be final and binding.
7. Obtaining statutory approvals is included in the fees quoted by bidder i.e., no separate Fees/Amount will be paid on this account. However, in this regard any statutory fee payable to the concerned Govt. Dept. will be paid/reimbursed by DFCCIL to the consultant.
8. **GST will be paid extra as applicable.**

B. Payment Schedule for Project Management Consultancy Services:

Sl.	Payment Structure	Payment (in %)	Payment Cycle
a	Fixed Payment	30%	30% of the total fee payable for PMC services in Equally Monthly Installments up to the initial period of building contract(s) based on actual completion cost of the works.
b	Variable Performance based Payment	60%	60% of the total fee payable for PMC services based on the approved payment of On-account bills of the Building

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			Contractor(s) upto actual completion cost of all the works.
c	After completion of work(s)	5%	Remaining 5% of the total fees payable for PMC services based on actual completion cost of all the works after certification of the final bills of the contractor(s), ensuing submission of As-built drawings of all major services & building works & getting them counter signed by Consultant & Contractor.
d	Occupancy/Completion Certificate/GRIHA Certification or expiry of maintenance period of the Consultancy contract whichever is later.	5%	Remaining 5% of the total fees payable for PMC services based on actual completion cost of all the works after successful commissioning of the Residential complex and getting fire, occupancy & completion certificate and obtaining GRIHA RATING from concerned authorities etc., or maintenance period of the Consultancy contract whichever is later.

Note:

1. However, in case, the actual final cost of work(s) including variations (without PVC) after completion of all the work(s) is found to be lower than the accepted tendered cost of the work(s), then recovery would be made by DFCCIL accordingly from the payable dues of the consulting firm. In addition to above, upon reconciliation at any stage, if it is found that an excess payment has been made to the consulting firm, then the same would be recovered by DFCCIL from the payable dues of the consulting firm at that stage itself.
2. Further, if in any case, the work of PMC consultancy is stopped/foreclosed in between due to any reason whatsoever, the fee would be paid up to the corresponding stage of payment for which the PMC consultancy work has been completed by the firm. In this regard, the decision of DFCCIL is deemed to be final and binding
3. Progressive bills shall be submitted after completion of any of the stages above clearly specifying the extent to which the work of the particular stage is completed.
4. DFCCIL will settle consultants "On account bills" within three weeks' time. So far as the extent of work related to particular stage is concerned, the decision of the DFCCIL shall be final and no claims would be entertained in this regard.
5. However, the cost of PMC services would be payable on the basis of actual/final cost of works including variations (without PVC) after completion of the works.
6. Obtaining statutory approvals is included in the fees quoted by bidder i.e., no separate Fees/Amount will be paid on this account. However, in this regard any statutory fee payable to the concerned Govt. Dept. will be paid/reimbursed by DFCCIL to the consultant.
7. **GST will be paid extra as applicable.**

C. Methodology of Payment of PMC fee during Construction Stage:

a. Fixed Payment:

The fixed component of the PMC fee would be 30% of the total fee payable for PMC services. PMC fee would be taken as 60% of the total fee quoted by the firm based on quoted percentage on the Estimated cost of the works put to this tender as mentioned above. The fixed component would be paid in Equal Monthly Installments up to the initial period of building contract(s) based on accepted tendered cost of the work(s).

For Example: If the consultancy firm has quoted X% of fee at the time of tender and the accepted tender cost of the building contract(s) amounts to Rs. Y and the initial period of the contract is Z months, then the fixed payment in Equally monthly instalments (EMI) would be:

Equally monthly instalments (EMI) for fixed payment

$$= [(Rs. Y * X\% * 60\%) * (30\%)] / Z$$

i.e., Assume, if accepted tendered cost is Rs. 250 Cr. and percentage quoted by the Consultant for Architectural Design & PMC services at the time of tender is 2.5% and the duration of the particular building contract is 24 months, then the EMI would be

$$= [(Rs. 250 Cr. * 2.5\% * 60\%) * (30\%)] / 24 = 4.68 Lakhs.$$

In case, the final completion cost of all the work(s) (including variations but without PVC) after completion of all the works is found to be lower than the accepted tendered cost of all the work(s), then recovery would be made by DFCCIL accordingly from the payable dues of the consulting firm.

b. Variable Performance Based Payment:

The Variable Performance Based Payment is 60% of the total fee payable for PMC services based on the approved payment of “On-account bills” of the Building Contractor(s) paid by DFCCIL.

The same is paid as per the formula below:

For example:

- On account bill approved for payment to Building Contractor(s) = **W**
- Accepted Consultancy fee = **X%**
- Variable component payable to PMC after payment of On account bill to Building Contractor = **[(Rs. W) * X% * 60%] * (60%)**

i.e., Assume, if accepted tendered cost is Rs. 250 Cr. and percentage quoted by the Consultant for Architectural Design & PMC services at the time of tender is 2.5%

and the “On account bill” payment paid to the building contract is Rs. 15 Cr. for work done in a given month, then the variable payment would be
 $= [(Rs. 15 Cr. * 2.5% * 60%) * (60\%)] = 13.5 \text{ Lakhs}$

D. Methodology of Payment of PMC fee for subsequent building contract(s) if any:

DFCCIL will probably plan one single tender for the construction of residential complex as a whole, however, if in any case more than one tender is planned in stages by DFCCIL, the payment methodology of PMC fees for the subsequent contract(s) would be as below:

a. Fixed Payment:

For the subsequent contract(s), the fixed component would be paid in Equal Monthly Installments up to the initial period of building contract(s) based on accepted tendered cost of the work(s).

For Example: If the consultancy firm has quoted X% of fee at the time of tender and the accepted tender cost of the subsequent building contract(s) amounts to Rs. Y1 and the initial period of the contract is Z1 months, then the fixed payment in Equally monthly instalments (EMI) would be:

Equally monthly instalments (EMI) for fixed payment
 $= [(Rs. Y1 * X% * 60%) * (30\%)] / Z1$

In case, the final completion cost of all the work(s) (including variations but without PVC) after completion of all the works is found to be lower than the accepted tendered cost of all the work(s), then recovery would be made by DFCCIL accordingly from the payable dues of the consulting firm.

b. Variable Performance Based Payment:

The Variable Performance Based Payment for the subsequent buildings contract(s) would be paid based on the approved payment of On-account bills of the subsequent building Contractor(s) paid by DFCCIL.

The same is paid as per the formula below:

For example:

- On account bill approved for payment to subsequent Building Contractor(s) = **W1**
- Accepted Consultancy fee = **X%**
- Variable component payable to PMC after payment of “On account bill” to Building Contractor = $[(Rs. W1) * X% * 60%) * (60\%)]$

i.e., Assume, if accepted tendered cost of subsequent building contract(s) is Rs. 50 Cr. and percentage quoted for Architectural Design & PMC services at the time of

tender is 2.5% and the “On account bill” payment paid to the building contract is 5 Cr. for work done in a given month, then the variable payment would be
= [(Rs. 5 Cr. * 2.5% * 60%) * (60%)] = 4.5 Lakhs

This process would be repeated for each subsequent building contract(s) till the final completion of work(s) under all the building contract(s) is achieved.

However, the final payment/recovery to/from consultant (based on accepted % of fee) would be dependent upon final completion cost of all the work(s) (including variation but without PVC) (cumulative of all the building contract(s)) of the project as certified by the Employer and the reconciliation would be done at the end of the completion of project under various building contract(s).

In case, PMC Services are dis-continued/foreclosed before final completion of the project, then the payment of PMC fee shall be finalized considering the actual cost (cumulative of all the building contracts) as achieved on the date of fore closer of PMC Services Contract duly certified by the DFCCIL. The decision of the DFCCIL in this regard is deemed to be final and binding and no further claims would be entertained on this account.

However, upon reconciliation at any stage, it is detected that an excess payment has been made to the consultancy firm, then the same would be recovered by DFCCIL from the payable dues of the consultancy firm, and no claim on this account would be admissible by DFCCIL.

Note:

- (i) In case of termination/foreclosure of a building contract(s), the fee payable to PMC firm would be limited to the accepted consultancy fee (%) based on actual construction cost achieved under that particular building contract(s). However, if any excess amount is paid to the PMC firm, then the same would be recovered from the payable dues of the PMC firm. The decision of the DFCCIL in this regard is deemed to be final and binding and no further claims would be entertained on this account.
- (ii) For the purpose of evaluating PMC Services fee, the actual cost of the works shall include the final completion cost including variations (but without PVC) of all the works for which, the firm has rendered consultancy services but shall exclude the cost of site office, cost of land, statutory fees payments such as fees, development charges, service connection deposits / charges, premiums etc. with any local authority / statutory body / Government Institute etc., and cost of any establishment charges etc.

c. After completion of the works:

5% of the total fee payable is based on final completion cost of the whole works of the project (i.e., after certification of the final bills of the building contractor(s), ensuing submission of as built drawings of all major services & building works & getting them counter signed by Consultant & Contractor).

d. After Occupancy/Completion Certificate/GRIHA Certification/Maintenance Period of the consultancy contract:

5% of total fees based on final completion cost of the whole works of the project after successful commissioning of the residential complex and getting Fire, Occupancy & Completion certificate and obtaining GRIHA RATING from concerned authorities or Maintenance period of the Consultancy Contract whichever is later.

Note:

However, at any stage, if it is found that excess payment has been made to the consultancy firm on any account what so ever, then the same would be recovered by DFCCIL from the payable dues of the consultancy firm at any stage and no claim on this account would be admissible by DFCCIL. The decision of the DFCCIL in this regard is final and binding.

CHAPTER- VI

GENERAL CONDITIONS OF CONTRACT

CHAPTER VI

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

- 1.6.1. (1) Definition:** - In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires: -
- (a) **“DFCCIL”** shall mean Dedicated Freight Corridor Corporation of India Ltd, a Govt. of India Enterprise (under Ministry of Railways) and a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 5th Floor, Supreme Court Metro Station Complex, New Delhi-110001 represented through its Managing Director or CGM/GM (hereinafter referred to as **“DFCCIL”**) which expression shall, unless repugnant to the context, be deemed to include its successors and assigns.
 - (b) **“MD/DFCCIL”** shall mean the officer - in-charge of the General Superintendence and Control of the DFCCIL (MD) and shall mean and include their successors, of the successor of DFCCIL (hereinafter referred to as **“MD/DFCCIL”**).
 - (c) **“CGM”** shall mean the officer - in-charge of the CGM Unit of DFCCIL and shall also include GM(Co) of DFCCIL.
 - (d) **“Engineer”** shall mean Dy. CPM/DFCCIL or CGM of DFCCIL or Consultant appointed by DFCCIL.
 - (e) **“Engineer’s Representative”** shall mean the P M /D y .P M / APM/JPM/ Sr. Executive/Executive in direct charge of the work or Consultant’s representative appointed by the DFCCIL.
 - (f) **“Consultancy Services”** shall mean any subject matter of consultancy services other than goods or works except those incidental or consequential to the consultancy services, which includes Architectural, Design, Engineering & Project Management Consultancy Services and advisory services or any other services classified or declared as such by DFCCIL.
 - (g) **“Consultant”** shall mean the Person / Firm /LLP/ Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the DFCCIL for this Architectural Design & Project Management Consultancy contract and shall include their executors, administrators, and successors and permitted assigns.
 - (h) **“Tenderer/Bidder”** shall mean the person / Firm /LLP/ Trust/Co-operative Society or Company whether incorporated or not who bids for this consultancy service contract with DFCCIL for this Architectural Design & Project Management Consultancy contract and shall include their executors, administrators, and successors and permitted assigns.
 - (i) **“Contractor”** shall mean the person / Firm /LLP/ Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with DFCCIL for building contract (works) and shall include their executors, administrators, and successors and permitted assigns.
 - (j) **“Contract”** shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates of DFCCIL modified by the tender percentage or percentage fee quoted by the tenderer for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if

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any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

- (k) **“Work/Services”** shall mean the work/services contemplated for delivery of consultancy work/services in accordance with the contract.
- (l) **“Specifications”** shall mean the Standard Specifications for Materials & services of DFCCIL as specified by DFCCIL under the authority of the DFCCIL or the Chief General Manager as amplified, added to or superseded by Special Specifications, if any or as specified in the bid document.
- (m) **“Schedule of rates”** of DFCCIL shall mean the Schedule of rates/percentage fee/payment schedule adopted/accepted by DFCCIL for this Consultancy work.
- (n) **“Drawing”** shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the DFCCIL from time to time.
- (o) **“Constructional Plant”** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (*as hereinafter defined*) but does not include materials or other things intended to form or forming part of the permanent work.
- (p) **“Temporary Works”** shall mean all temporary works of every kind required for the execution, completion and/or maintenance of the consultancy services work.
- (q) **“Site”** shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the DFCCIL for the purpose of the contract.
- (r) **“Period of Maintenance”** shall mean the specified period of maintenance from the date of completion of the works, as certified by DFCCIL for this consultancy services work.
- (s) **‘Consultant’s authorized Representative’** shall mean a graduate Architect/Engineer or equivalent, having experience in the relevant field involved in the contract, duly approved by DFCCIL.
- (t) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (u) **“Bill of Quantities”** shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates/percent fee accepted by the DFCCIL for this consultancy services work.

1.6.1. (2) Singular and Plural: - Words importing the singular number shall also include the plural and vice versa where the context requires.

1.6.1. (3) Headings & marginal headings: -The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

1.6.2.(1) Execution Co-relation and intent of contract Documents: -The contract documents shall be signed in triplicate by the DFCCIL and the Consultant. The contract documents are complementary, and what is called for by any-one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1.6.2.(2) If a work is transferred from one CGM unit to another CGM or vice versa while contract is in subsistence, the contract shall be binding on the Consultant and the Successor CGM unit in the same manner & take effect all respects as if the Consultant and the Successor CGM unit were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor CGM unit will exercise the same powers and enjoy the same authority as conferred to the Predecessor CGM unit under the original contract/agreement entered into.

1.6.2.(3) If for administrative or other reasons, the contract is transferred to the Successor CGM unit of DFCCIL, the contract shall notwithstanding any things contained herein contrary there to, be binding on the Consultant and the Successor CGM unit of DFCCIL in the same manner and take effect in all respects as if the Consultant and the Successor CGM unit of DFCCIL had been parties thereto from the date of this contract.

1 Law governing the contract: -The contract shall be governed by the law for the time being in force in the Republic of India.

2 Compliance to regulations and bye-laws:-The Consultant shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the DFCCIL notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the DFCCIL in respect thereof. The Consultant shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. However, *any statutory fee payable to local bodies/authorities etc. shall be borne by DFCCIL.*

3 Environmental and Forest clearances:

The DFCCIL represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by DFCCIL. In the event of any delay in securing respective clearances leading to delay in execution of work, the Consultant shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).

4. Communications to be in writing: - All notices, communications, reference and complaints made by the DFCCIL or the Consultant or the Consultant's representative or the contractor inter-se concerning the work shall be in writing or e-mail on registered e-mail ID's i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

5. **Service of Notices on Consultants:**-The Consultant shall furnish to the DFCCIL the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Consultant if delivered to the Consultant or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/E-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the DFCCIL.
6. **Occupation and use of land:** - No land belonging to or in the possession of the DFCCIL shall be occupied by the Consultant without the permission of the DFCCIL. The Consultant shall not use, or allow to be used; the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use DFCCIL premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7. **Assignment or Subletting of Contract:** Not Applicable
8. **Assistance by Railway/DFCCIL for the stores:** Not Applicable.
9. **Railway Passes:** Not Applicable
10. **Carriage of Materials:** Not Applicable
11. **Use of Ballast Trains:** Not Applicable
12. **Representation on works:** Not Applicable.
13. **Relics and Treasures:** Not Applicable.
14. **Excavated Material:** Not Applicable.
15. **Indemnity by Consultant:** The Consultant shall indemnify and save harmless the DFCCIL from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the Consultant, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) **Security Deposit:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Consultant with his tender will be retained/encashed by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the Consultant. Provided further that, if Consultant submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security, to the Consultant.

Balance of Security Deposit may be deposited by the Consultant in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting

Consultant, the DFCCIL may retain any amount due for payment to the Consultant on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Consultant or recovered from the running bills of a consultant or submitted by Consultant as Term Deposit Receipt(s) can be refunded/returned to the Consultant, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

16.(2)(i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Consultant along with or after, the following:

- (a) Final Payment of the Contract as per clause 51. (1) **and**
- (b) Execution of Final Supplementary Agreement or Certification by DFCCIL that No Claim on Consultant **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1), in case applicable.

16.(2)(ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways/DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

16.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Consultant under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

16.(4) Performance Guarantee

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 Consultant 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 Bid Security and other dues payable to the Consultant against

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that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security 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 de barred 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 Original 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) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (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 FA&CAO (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 Consultant 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 Consultant is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (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 Consultant 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 DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the President of India/DFCCIL 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 Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
- (ii) Failure by the Consultant to pay President of India/DFCCIL any amount due, either as agreed by the Consultant or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by DFCCIL.
- (iii) The Contract being determined or rescinded under clause 62 of these conditions.

17. Force Majeure Clause:- If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the DFCCIL as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17-(1) Extension of time in Contracts: - Subject to any requirement in the contract as to completion of any portion or portions of the works/services before completion of the whole, the Consultant shall fully and finally complete the whole of the works/services comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to modification: -** If any modifications have been ordered which in the opinion of the DFCCIL have materially increased the magnitude of the work/services, then such extension of the contracted date of completion may be granted as shall appear to the DFCCIL to be reasonable in the circumstances, provided moreover that the Consultant shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to DFCCIL or Consultant:** If in the opinion of the DFCCIL, the progress of work/services has any time been delayed by any act or neglect of DFCCIL's employees or by other Consultant employed by the DFCCIL under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work/services not forming part of the contract but on which Consultant's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Consultant's own default etc. or by the delay authorized by the DFCCIL pending arbitration or in consequences of the Consultant not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the DFCCIL or his authorized representative then upon happening of any such event causing delay, the Consultant shall immediately give notice thereof in writing to the DFCCIL within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the DFCCIL to proceed with the works/services. The

Consultant may also indicate the period for which the work/services is likely to be delayed and shall be bound to ask for necessary extension of time. The DFCCIL on receipt of such request from the Consultant shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work/services affected thereby. No other compensation shall be payable for works/services so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

- (iii) **Extension for Delay due to DFCCIL:** In the event of any failure or delay by the DFCCIL to hand over the Consultant possession of the lands necessary for the execution of the works/services or to give the necessary notice to commence the works/services or to provide the necessary drawings or instructions or any other delay caused by the DFCCIL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Consultant to damages or compensation therefor, but in any such case, the DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

The Consultant shall indicate the period for which the work/services is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works/services. The DFCCIL shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work/services affected thereby. No other compensation shall be payable for works/services so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works/services, shall make him ineligible for extension under these sub clauses, subject to final decision of DFCCIL.

- 17-(2) Extension of Time with Liquidated Damages (LD) for delay due to Consultant:** The time for the execution of the work/services or part of the works/services specified in the contract documents shall be deemed to be the essence of the contract and the works/services must be completed not later than the date(s) as specified in the contract. If the Consultant fails to complete the works/services within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway/DFCCIL may, if satisfied that the works/services can be completed by the Consultant within reasonable short time thereafter, allow the Consultant for further extension of time as the DFCCIL may decide. On such extension the Railway/DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Consultant as agreed damages and not by way of penalty for each week or part of the week, a sum calculated **at the rate of Liquidated Damages as decided by DFCCIL, between 0.05% to 0.30% of contract value of the works for each week or part of the week.**

For the purpose of this Clause, the contract value of the works/services shall be taken as value of work/services as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway/DFCCIL is not satisfied that the works/services can be completed by the Consultant and in the event of failure on the part of the Consultant to

complete the work within further extension of time allowed as aforesaid, the Railway/DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the Consultant's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

17.(3) Bonus for Early Completion of Work/services: Not Applicable.

18.(1) Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Consultant or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject Consultant to the *rescission of the contract* and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from the Consultant (s)/bills/security deposit or any other dues of Consultant with Government of India/DFCCIL.

18.(2) The Consultant shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to **rescind the contract** and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the Chief General Manager/Noida of the DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Consultant will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

19.(1) Consultant's understanding:- It is understood and agreed that the Consultant has, by careful examination, satisfied himself as to the nature and location of the services, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under the contract.

19.(2) Commencement of Services: -The Consultant shall commence the services within 15 days after the receipt by him of an order in writing to this effect from the DFCCIL and shall proceed with the same with due expedition and without delay.

19.(3) Accepted Programme of work/Services: - The Consultant who has been awarded the work/services shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work/Services indicating the time schedule of various items of Work/Services in the form of Bar

Chart/CPM. He shall also submit the details of organization (*in terms of technical staff and supervisors*) plant and machinery, that he intends to utilize (*from time to time*) for execution of the Work /services within stipulated date of completion. The programme of work/Services amended as necessary by discussions with the DFCCIL, shall be treated as the agreed programme of the Work/Services for the purpose of this contract and the Consultant shall endeavour to fulfil this programme of Work/Services. The progress of Work/Services will be watched accordingly and the ***liquidated damages will be with reference to the overall completion date***. Nothing stated herein shall preclude the Consultant in achieving earlier completion of item or whole of the works/services than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification/**building works**, finalized through Tenders having advertised value more than **Rs. 100 crores**, the Consultant shall submit a detailed time programme to the DFCCIL within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as **Primavera/Sure Track/MS Project etc.** The program must identify the milestones, interface requirements and program reporting elements. The Consultant shall supply, free of cost one set of authorized software to the DFCCIL and the soft copy of structured program for the project. This shall be updated every month. The Consultant shall also submit a revised programme whenever the previous programme is inconsistent with actual progress.

Each programme shall include:

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

Unless the DFCCIL, within 21 days after receiving a programme, gives notice to the Consultant stating the extent to which it does not comply with the Contract, the Consultant shall proceed in accordance with the programme, subject to his other obligations under the Contract. The DFCCIL shall be entitled to rely upon the programme when planning their activities.

If, at any time, the DFCCIL gives notice to the Consultant that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Consultant shall submit a revised programme to the DFCCIL within 15 days in accordance with this Sub-Clause.

- 19.(4) Setting out of Work/Services:** - The Consultant/Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the DFCCIL's/Consultant's representative and shall check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the DFCCIL's/Consultant's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the work any error shall appear or arise in any part of the work, the Contractor on being required so to do by the DFCCIL's/Consultant's representative shall, at his own cost rectify such errors, to the satisfaction of the DFCCIL's/Consultant's representative.

Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor/consultant shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

- 20.(1) Compliance to DFCCIL's instructions:** - The DFCCIL shall direct the sequence in which the several parts of the Works/Services shall be executed and the Consultant shall execute without delay all orders given by the DFCCIL from time to time; but the Consultant shall not be relieved thereby from responsibility for the due performance of the Works/Services in all respects.
- 20.(2) Alterations to be authorized:** - No alterations in or additions to or omissions or abandonment of any part of the Work/Services shall be deemed authorized, except under written instructions from the DFCCIL.
- 20.(3) Extra Work/Services:** - Should Work/Services over and above those included in the contract require to be executed at the site, the Consultant shall have no right to be entrusted with the execution of such Work/Services which may be carried out by another Consultant or Consultants or by other means at the option of the DFCCIL.
- 20.(4) Separate contracts in connection with Work/Services:** - The DFCCIL shall have the right to let other contracts in connection with the Work/Services. The Consultant shall afford other Consultants' reasonable opportunity for the storage of their materials and the execution of their Work/Services and shall properly connect and coordinate his Work/Services with theirs. If any part of the Consultant's Work/Services depends for proper execution or result upon the work/services of another Consultant(s), the Consultant shall inspect and promptly report to the DFCCIL any defects in such works/services that render it unsuitable for such proper execution and results. The Consultant's failure so-to inspect and report shall constitute an acceptance of the other Consultant's Work/Services as fit and proper for the reception of his work/services, except as to defects which may develop in the other Consultant's Work/Services after the execution of his Work/Services.
- 21. Instruction of Consultant's Representative:** - Any instructions or approval given by the Consultant's representative to contractor in connection with the works shall bind the contractor as though it had been given by the DFCCIL provided always as follows.
- (a) Failure of the Consultant's representative to disapprove any work or materials shall not prejudice, the power of the DFCCIL thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Consultant's representative, he shall be entitled to refer the matter to the DFCCIL who shall there upon confirm or vary such decision.
- 22.(1) Adherence to specifications and drawings:** - Modified through SCC (Refer Sl. No. 12 of the table provided in Special Condition of Contract (Section-2) of Chapter-VII of the Tender Document.
- 22.(2) Drawings and specifications of the works/services:** - The Consultant shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the DFCCIL or the DFCCIL's representative.

- 22.(3) Ownership of drawings and specifications:** - All drawings and specifications and copies thereof furnished by the DFCCIL or the Consultant are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Consultant to the DFCCIL on completion of the work/Services or termination of the contract.
- 22.(4) Compliance with Contractor's requests for details:** - The Consultant shall furnish with reasonable promptness, after receipt by him of the Contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.
- 22.(5) Meaning and intent of specification and drawings:** - If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work/Services or material, or as to the measurements of the works/Services the decision of the DFCCIL thereon shall be final subject to the appeal (*within 7 days of such decision being intimated to the Consultant*) to the CGM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- 23. Working during night:** - The Consultant shall not carry out any Work/Services between sun-set and sun-rise without the previous permission of the DFCCIL. However, if the DFCCIL is satisfied that the Work/Services are not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Consultant for claiming any extra payment for the same.
- 24. Damage to DFCCIL property or private life and property:** -Not applicable.
- 25. Sheds, Store Houses and Yards:** Not Applicable.
- 26. Provision of efficient and competent Staff at work sites by the Consultant: -**
- 26.1** The Consultant shall place and keep on the services at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their services in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these services as are careful and skilled in the various trades.
- 26.2** The Consultant shall at once remove from the services any agents, permitted sub-consultant, supervisor, workman or labourer who shall be objected to by the DFCCIL and if and whenever required by the DFCCIL, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 26.3** In the event of the DFCCIL being of the opinion that the Consultant is not employing on the services a sufficient number of staff and workmen as is necessary for the proper completion of the services within the time prescribed, the Consultant shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the DFCCIL within seven days of being so required and failure on the part of the Consultant to comply with such instructions will entitle the DFCCIL to *res-cind the contract* under clause 62 of these conditions.
- 26A. Deployment of Qualified Engineers at Work Sites by the Consultant: -**
- 26A.1** The Consultant shall also employ Qualified Graduate Engineer(s) or equivalent, or Qualified Diploma Engineer(s), as prescribed in the special conditions of contract of tender document.
- 26A.2** In case the consultant fails to employ the Engineer as per clause 26.A.1 he shall be liable to pay

liquidity damages at the rates, as prescribed in the special conditions of contract of tender document.

26A.3 No. of Qualified Engineer required to be deployed by the consultant for various activities contained in the services contract shall be specified in the in the special conditions of contract of tender document.

27.(1) Workmanship and Testing: Not Applicable.

27.(2) Removal of improper work and materials: - The Consultant/ DFCCIL or the Consultant /DFCCIL's Representative shall be entitled to order from time to time:

- (a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) The removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the DFCCIL shall be entitled to **rescind the contract** under clause 62 of these conditions.
- (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor/Consultant shall implement these provisions at worksites, for which no extra payment will be payable.

28. Facilities for inspection:- The contractor shall afford the Consultant/DFCCIL and the Consultant/DFCCIL's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Consultant/DFCCIL and the Consultant/DFCCIL's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. Examination of work before covering up:- The contractor shall give 7 days' notice to the Consultant/DFCCIL or the Consultant/DFCCIL's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Consultant/DFCCIL or the Consultant/DFCCIL's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Work/Services: - All temporary Work/Services necessary for the proper execution of the Services shall be provided and maintained by the Consultant and subject to the consent of the DFCCIL shall be removed by him at his expenses when they are no longer required and in such manner as the DFCCIL shall direct. In the event of failure on the part of the Consultant to remove the temporary Work/Services, the DFCCIL will cause them to be removed and cost as increased by supervision and other incidental charges *shall be recovered from the Consultant*. If temporary huts are provided by the Consultant on the Railway/DFCCIL land for labour engaged

by him for the execution of Work/Services, the Consultant shall arrange for handing over vacant possession of the said land after the Work/Services is completed; if the Consultant's labour refuse to vacate, and have to be evicted by the DFCCIL necessary expenses incurred by the DFCCIL in connection therewith shall be borne by the Consultant.

- 31.(1) Contractor to supply water for works:** - Not Applicable.
- 31.(2) Water Supply from Railway System:** - Not Applicable
- 31.(3) Water Supply from Railway Transport:** - Not Applicable
- 31.(4)(a) Contractor to arrange supply of Electric power for works:** - Not Applicable.
- 31.(4)(b) Electric Supply from the Railway System:** - Not Applicable
- 32. Property in materials and plant:** - Not Applicable.
- 33. (1) Tools, Plant and Materials Supplied by Railway:** - Not Applicable
- 33.(2) Hire of Railway's Plant:** - Not Applicable
- 34.(1) Precaution during progress of works:** - Modified through SCC (Refer Sl. No. 24 of the table provided in Special Condition of Contract (Section-2) of Chapter-VII of the Tender Document.
- 34.(2) Roads and Water courses:** - Not Applicable.
- 34.(3) Provision of access to premises:** - Not Applicable.
- 34.(4) Safety of Public:** - Not Applicable.
- 34.(5) Display Board:** - The Consultant shall be responsible for displaying the details of works/Services i.e. name of work/Services, approximate cost, expected date of completion, name and address of the Contractor and address of Consultant/DFCCIL on a proper steel Board of size not less than 1m x 1m.
- 35. Use of Explosives:** Not Applicable.
- 36.(1) Suspension of work/Services:** - The Consultant shall on the order of the DFCCIL, suspend the progress of the Works/Services or any part thereof for such time or times and in such manner as the DFCCIL may consider necessary and shall during such suspension properly protect and secure the Works/Services so far as is necessary in the opinion of the DFCCIL. If such suspension is: -
- (a) Provided for in the contract, or
 - (b) Necessary for the proper execution of the Works/Services or by the reason of weather conditions or by some default on the part of the Contractor, and/or
 - (c) Necessary for the safety of the Works/Services or any part thereof.
 - (d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or

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- (e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
 - (f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.
- 36.(2)** The Consultant shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works/Services, but in the event of any suspension ordered by the DFCCIL for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the Consultant shall be entitled to such extension of time for completion of the work/Services as the DFCCIL may consider proper having regard to the period or periods of such suspensions and to such compensations as the DFCCIL may consider reasonable in respect of salaries or wages paid by the Consultant to his employees during the periods of such suspension.
- 36.(3) Suspension lasting more than 3 months:-** If the progress of the work/Services or any part thereof is suspended on the order of the DFCCIL for more than three months at a time, the Consultant may serve a written notice on the DFCCIL requiring permission within 15 days from the receipt thereof to proceed with the work/Services or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Consultant by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the work/Services as an omission of such part or where it affects the whole of the works/Services, as an abandonment of the contract by the DFCCIL.
- 37. Rates for items of Services:** - Modified through SCC (Refer Sl. No. 29) of the table provided in Special Condition of Contract (Section-2) of Chapter-VII of the Tender Document.
- 38. Demurrage and Wharfage dues:** Not Applicable
- 39.(1) Rates for extra items of Services:-** Modified through SCC (Refer Sl. No. 31) of the table provided in Special Condition of Contract (Section-2) of Chapter-VII of the Tender Document.
- 39.(2)** Provided that if the Consultant commences work/Services or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Consultant shall only be entitled to be paid in respect of the work/Services carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the DFCCIL. However, if the Consultant is not satisfied with the decision of the DFCCIL in this respect, he may appeal to the CGM within 30 days of getting the decision of the DFCCIL, supported by analysis of the rates claimed. The CGM's decision after hearing both the parties in the matter would be final and binding on the Consultant and the DFCCIL.
- 40. (1) Handing over of works/Services:** - The Consultant shall be bound to hand over the Works/Services executed under the contract to the DFCCIL complete in all respects to the satisfaction of the DFCCIL. The DFCCIL shall determine the date on which the Work/Services is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The DFCCIL shall determine from time to time, the date on which any particular section of the Works/Services shall have been completed, and the Consultant shall be bound to observe any such determination of the DFCCIL.
- 40.(2) Clearance of site on completion:** - Not applicable.

40.(3) Offloading of Part(s) of Work/Services: At the final stage of completion/ commissioning of Works/Services, in case the Consultant fails to complete the final part(s) of the Works/Services and the value of such part(s) of the Works/Services is limited to 5% of the original contract value, the DFCCIL may allow/decide for offloading of such part(s) of Works/Services, either after the Consultant's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA), if the DFCCIL is of the opinion that :-

- (i) Such Offloading of Works/Services (up to 5% of original contract value) would enable successful completion of contract/work,
- (ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work;, and
- (iii) The anticipated additional cost for execution of such Works/Services through other mode would not be substantial and can be recovered from the pending dues of the Consultant;

The Consultant shall be informed, in due course, by the DFCCIL of the mode and cost of execution of such offloaded Works/Services through other agency(ies) (as per annexure- VIIB). The extra expenditure so incurred in execution of the offloaded Works/Services, shall be recovered from subsequent Bill(s) or any other dues of the Consultant, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Consultant shall have no claim on account of above-mentioned offloading of Works/Services.

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to contract to be in writing: - In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Consultant and no works/Services shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the DFCCIL and the Consultant, and till then the DFCCIL shall have the right to repudiate such arrangements.

42.(1) Powers of modification to contract:- The DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works/Services or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional works/Services to be done or any works/Services not to be done and the Consultant will not be entitled, to any compensation for any increase/reduction in the quantities of works/Services but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

42.(2) Modified through SCC (Refer Sl. No. 33) of the table provided in Special Condition of Contract (Section-2) of Chapter-VII of the Tender Document.

42.(3) Valuation of variations:- The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Consultant as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of

work/Services falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

CLAIMS

- 43.(1) Quarterly Statement of Claims:** The Consultant shall prepare and furnish to the DFCCIL once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Consultant may consider himself entitled to and of all extra or additional Works/Services ordered by the DFCCIL which he has executed during the preceding month quarter and no claim for payment for such Works/Services will be considered which has not been included in such particulars.
- 43.(2) Signing of “No Claim” Certificate:** - The Consultant shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Consultant, after he shall have signed a “No Claim” Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the Works/Services are finally measured up. The Consultant shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

- 44. Quantities in Bill(s) of Quantities Annexed to Contract:** Modified through SCC (Refer Sl. No. 34) of the table provided in Special Condition of Contract (Section-2) of Chapter-VII of the Tender Document.
- 45.(i) Measurement of Works by Railway/DFCCIL:** Modified through SCC (Refer Sl. No. 35) of the table provided in Special Condition of Contract (Section-2) of Chapter-VII of the Tender Document.
- 45. (ii) Measurement of works by Consultant’s Authorized Representative (In case the Contract provides for the same):** Modified through SCC (Refer Sl. No. 36) of the table provided in Special Condition of Contract (Section-2) of Chapter-VII of the Tender Document.
- 46. (1) “On-Account” Payments:** - The Consultant shall be entitled to be paid from time to time by way of “One-Account” payment only for such Work/Services as in the opinion of the DFCCIL he has executed in terms of the contract. All payments due on the DFCCIL’s representative’s certificates of measurements or DFCCIL’s Certified “Consultant’s Authorized Engineer’s measurements” shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of six percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 5% of the total value of the contract provided always that the DFCCIL may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the DFCCIL may withhold any certificate if the work/Services or any part thereof are not being carried out to his satisfaction.
- 46.(2) Rounding off amounts:** - The total amount due on each certificate shall be rounded off to the nearest rupee i.e., sum less than 50 paise shall be omitted and sums of 50 paise and more upto Re. 1/- will be reckoned as Re. 1/-.

- 46.(3) On Account Payments not prejudicial to final settlement:-** “On- Account” payments made to the ‘Consultant shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Consultant Engineer’s/DFCCIL’s Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work/Services having been executed nor of the manner of its execution being satisfactory.
- 46.(4) Advances to Consultant** - Not Applicable
- 46.(5) Manner of payment:** - Unless otherwise specified payments to the Consultant will be transferred electronically to his bank account.
- 46.(6) Price Variation Clause (PVC):** Not Applicable.
- 47 Maintenance of Works/Services :-** The Consultant shall at all times during the progress and continuance of the works/Services and also for the period of maintenance of the Contractor specified in the Tender Form after the date of issue of the certificate of completion by the DFCCIL to Contractor or any other earlier date subsequent to the completion of the works that may be fixed by the DFCCIL be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works/Services and shall make good from time to time and at all times as often as the DFCCIL shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the work/Services, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Consultant shall be liable for and shall pay and make good to the DFCCIL or other persons legally entitled thereto whenever required by the DFCCIL so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Consultant or of his failure in any respect.
- 48.(1) Certificate of completion of Work/Services:** - As soon as in the opinion of the DFCCIL, the Work/Services has been completed and has satisfactorily passed any final test or tests that may be prescribed, the DFCCIL shall issue a certificate of completion duly indicating the date of completion in respect of the Work/Services and the period of maintenance of the Work/Services shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the Work/Services has been completed in all respects and that all the contractual obligations have been fulfilled by the Consultant and that there is no due from the Consultant to DFCCIL against the contract concerned.
- The DFCCIL may also issue such a certificate indicating date of completion with respect to any part of the Work/Services (*before the completion of the whole of Services*), which has been both completed to the satisfaction of the DFCCIL and occupied or used by the DFCCIL. When any such certificate is given in respect of part of a Work/Services, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the services.
- 48.(2) Consultant not absolved by completion Certificate:-** The Certificate of completion in respect of the Work/Services referred to in sub-clause (1) of this clause shall not absolve the Consultant from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the DFCCIL from materials or workmanship not in accordance with the drawings or specifications or instruction of the DFCCIL, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the DFCCIL be amended and made good by the Consultant at his own cost: and in case of default on the part of Consultant the DFCCIL may employ labour and materials

or appoint another Consultant to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Consultant and shall be recoverable from any moneys due to him under the contract.

48.(3) Final Supplementary Agreement: After the works/services is completed or otherwise concluded by the parties with mutual consent, and taken over by the DFCCIL as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of **Form no. 20**, the parties shall execute the Final Supplementary Agreement as per **Form No. 20**.

49. Approval only by maintenance Certificate: - No certificate other than maintenance certificate referred to in Clause 50 of the conditions shall be deemed to constitute approval of any work/services or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

50.(1) Maintenance Certificate: - The Consultant shall not be considered as completed until a Maintenance Certificate if applicable shall have been signed by the DFCCIL stating that the works/services have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the DFCCIL upon the expiration of the Period of maintenance or as soon thereafter as any works/services ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the DFCCIL and full effect shall be given to this Clause notwithstanding the taking possession of or using the works/services or any part thereof by the DFCCIL.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than CGM Grade, then a Dy. CPM Grade Officer (concerned with the work/services) should issue the Certificate. The Certificate, inter alia, should mention that the work/services has been completed in all respects and that all the contractual obligations have been fulfilled by the Consultant and that there is no due from the Consultant to DFCCIL against the contract concerned.

50.(2) Cessation of DFCCIL Liability: - The DFCCIL shall not be liable to the Consultant for any matter arising out of or in connection with the contract of the execution of the Work/Services unless the Consultant has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) Unfulfilled Obligations:- Notwithstanding the issue of the Maintenance certificate the Consultant and (*subject to sub-clause 2 of this clause*) the DFCCIL shall remain liable for the fulfilment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment:- On the DFCCIL's certificate of completion in respect of the works/Services, adjustment shall be made and the balance of account based on the DFCCIL or the DFCCIL's representative's certified measurements or DFCCIL's certified "Consultants' authorized engineer's measurements" of the total quantity of work/Services executed by the Consultant upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works/Services on rates determined under Clause 39 of these Conditions shall be paid to the Consultant subject always to any deduction which may be made under these presents and further subject to the Consultant having signed delivered to the DFCCIL enclosing either a full account in detail of all claims he may have on the Railway/DFCCIL in respect of the works/Services or having delivered No Claim Certificate and the DFCCIL having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses

7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works/Services to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works/Services have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway/DFCCIL for or in the respect of damage or loss by from or in consequence of the works/Services, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit:- It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and or technical examination of the works/Services and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the Consultant for the refund any excess amount paid to him till the release of Security Deposit of settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have made in respect of any works/Services done or alleged to have been done by him under the contract.

51-A. Production of vouchers etc. by the Consultant: -

- (i) For a contract of more than one crore of rupees, the Consultant shall, whenever required, produce or cause to be produced for examination by the DFCCIL any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the DFCCIL on the question of relevancy of any documents, information or return being final and binding in the parties).The Consultant shall similarly produce vouchers; etc., if required to prove to the DFCCIL, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work/Services in a contract of value more than one crore of rupees be carried out by a sub-consultant or any subsidiary or allied firm or company, the DFCCIL shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Consultant, and such books shall be open to his inspection.
- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the Consultant under any statute rules or orders binding on the Consultant.

52.1 Withholding and lien in respect of sums claimed:- Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Consultant, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Consultant and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Consultant, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Consultant under the same contract or any other contract with this or any other DFCCIL or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the arbitration clause) or by the competent court as the case may be and that the Consultant will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Consultant. For the purpose of this clause, where the Consultant is a partnership firm or a limited company, the DFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

52.2. Lien in respect of claims in Other Contracts: -

- (i) Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the Consultant with this or any other Department of the Central Government.
- (ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Consultant. The Performance Guarantees submitted by the Consultant against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and Consultant shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Consultant.

53.0 Signature on Receipts for Amounts:- Every receipt for money which may become payable or for any security which may become transferable to the Consultant under these presents, shall, if signed in the partnership name by anyone of the partners of a Consultant's firm be a good and sufficient discharge to the DFCCIL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Consultant, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Consultant partners shall if so signed as aforesaid be good a sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the DFCCIL may hereafter have against the legal representative of any Consultant partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Consultant partners and of the legal representatives of any deceased Contractor partners interse.

LABOUR/STAFF

54.1 Wages to Labour/Staff: - The Consultant shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the

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Rules made there under in respect of any employees directly or through petty Consultant or subconsultant employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Consultant supplied any labour/Staff to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work/services being executed by the Consultant or otherwise for the purpose of the DFCCIL such labour/Staff shall, for the purpose of this clause, still be deemed to be persons employed by the Consultant.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the DFCCIL, such money shall be deemed to be moneys payable to the DFCCIL by the Consultant and on failure by the Consultant to repay the DFCCIL any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the DFCCIL shall be entitled to recover the same from Consultant's bills/Security Deposit or any other dues of Consultant with the Government of India or DFCCIL.

54.2. Apprentices Act: - The Consultant shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty Consultant or sub- Consultant employed by him for the purpose of carrying out the Contract.

If the Consultant directly or through petty Consultant or sub-Consultant fails to do so, his failure will be a breach of the contract and the DFCCIL may, in its discretion, rescind the contract. The Consultant shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

55. Provisions of payments of Wages Act: - The Consultant shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Consultant or sub- Consultant in the works/Services. If in compliance with the terms of the contract, the Consultant directly or through petty Consultant or sub- Consultant shall supply any labour/staff to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with the works/Services to be executed hereunder or otherwise for the purpose of the DFCCIL, such labour/staff shall nevertheless be deemed to comprise persons employed by the Consultant and any moneys which may be ordered to be paid by the DFCCIL be deemed to be moneys payable by the DFCCIL on behalf of the Consultant and the DFCCIL may on failure of the Consultant to repay such money to the DFCCIL deduct the same from any moneys due to the Consultant in terms of the contract. The DFCCIL shall be entitled to recover the same from Consultant's bills/Security Deposit or any other dues of Consultant with the Government of India or DFCCIL all moneys paid or payable by the DFCCIL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the DFCCIL upon any question arising out of the effect or force of this Clause shall be final and binding upon the Consultant.

55-A. Provisions of Contract labour (Regulation and Abolition) Act, 1970:

55-A. (1) Not Applicable.

55-A. (2) Not Applicable.

55-A. (3) Not Applicable.

55-A. (4) Not Applicable.

55-A. (5) Not Applicable.

55-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

The Consultant shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

55-C. Not Applicable.

55-D Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

Not Applicable.

56 Reporting of Accidents: - The Consultant shall be responsible for the safety of all employees directly or through petty Consultant or sub-Consultant employed by him on the works/Services and shall report serious accidents to any of them however and wherever occurring on the works/Services to the DFCCIL or the DFCCIL Representative and shall make every arrangement to render all possible assistance.

57 Provision of Workmen's Compensation Act:- In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty Consultant or sub Consultant employed by the Consultant in executing the work/Services, DFCCIL will recover from the Consultant the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under Section 12 Sub-section (2) of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof from Consultant's bills/Security Deposit or any other dues of Consultant with the Government of India. DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Consultant and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.

57-A. Provision of Mines Act:- Not Applicable..

58 Railway/DFCCIL not to provide quarters for consultant: - No quarters shall normally be provided by the DFCCIL for the accommodation of the Consultant or any of his staff employed on the Work/Services. In exceptional cases where accommodation is provided to the Consultant at the DFCCIL discretion, recoveries shall be made at such rates as may be fixed by the DFCCIL for the full rent of the buildings and equipment's therein as well as charges for electric current, water supply and conservancy.

59.(1) Labour Camps: - Not Applicable.

59.(2) Compliance to rules for employment of labour/staff:- The Consultant (s) shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Consultant or sub- Consultant on the works/Services.

59.(3) Preservation of peace: - The Consultant shall take requisite precautions and use his best endeavours to

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- (i) Prevent any riotous or unlawful behavior by or amongst his workmen and other employed directly or through the petty Consultant or sub- Consultant on the works/Services and for the preservation of peace and protection of the inhabitants and
- (ii) Security of property in the neighborhood of the works/Services. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works/Services, the expenses thereof shall be borne by the Consultant and if paid by the DFCCIL shall be recoverable from the Consultant.

59.(4) Sanitary Arrangements: - Not Applicable.

59.(5) Outbreak of infectious disease: - Not Applicable.

59.(6) Treatment of consultant's staff in Railway Hospitals: Not Applicable

59.(7) Medical facilities at site: - The Consultant shall provide medical facilities at the site as may be prescribed by the DFCCIL on the advice of the Local Medical Authority in relation to the strength of the Consultant's resident staff and workmen.

59.(8) Use of intoxicants: - The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Consultant or any of his employees shall be forbidden and the Consultant shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.(9) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement: The Consultant shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the DFCCIL and if the Consultant is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

60.(1) Non-Employment of labours below the age of 15: - The Consultant shall not employ children below the age of 15 as labourers directly or through petty Consultant or sub Consultant for the execution of Work/Services.

60.(2) Medical Certificate of fitness for labour: - Not Applicable.

60.(3) Period of validity of medical fitness certificate: - Not Applicable.

60.(4) Medical re-examination of labourer:- Not Applicable.

EXPLANATIONS: -

- (1) Not Applicable.
- (2) Not Applicable.

DETERMINATION OF CONTRACT

61.(1) Right of DFCCIL of determine the contract: - The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL's opinion, the cessation of Work/Services becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the

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Consultant will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefore shall be conclusive evidence thereof.

61. (2) Payment on determination of contract: - Should the contract be determined under sub clause (1) of this clause and the Consultant claims payment for expenditure incurred by him in the expectation of completing the whole of the Work/Services, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the DFCCIL. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The Consultant shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the Work/Services in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of contract owing to default of consultant: - If the Consultant should: -

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment in favor of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (*other than a voluntary liquidation for the purposes of amalgamation or reconstruction*), or
- (iv) Have an execution levied on his goods or property on the Works/Services, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the DFCCIL, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of Work/Services by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents in terms of the Preamble and Instructions to Bidder in Chapter-III of Tender Document.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Tender Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace Work/Services after receiving from the DFCCIL notice to the effect that the said materials or Works/Services have been condemned or rejected under Clause 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xiii) Fail to afford the DFCCIL or DFCCIL's representative proper facilities for inspecting the Work/Services or any part thereof as required under clause 28 of the conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xv) Fail to adhere to the provisions specified in "**Preamble & Instructions to Tenderers**", Chapter-III of Tender Document or Provision of above Clause 59(9).

- (xvi) Submits copy of fake documents/certifications in support of credentials, submitted by the tenderer

Then and in any of the said Clause, the DFCCIL may serve the Consultant with a notice **(Proforma at Form no. 16)** in writing to that effect and if the Consultant does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the Work/Services or comply with such directions as aforesaid of the entire satisfaction of the DFCCIL, the DFCCIL shall be entitled after giving 48 hours' notice **(Proforma at Form no. 17 or 17A, as the case may be)** in writing under the hand of the DFCCIL to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice **(Proforma at Form no. 16 or 18A, as the case may be)** should be issued.

Note: DFCCIL at his discretion may resort to the part termination of contract with notices **(Proforma at Form no. 16, 17A and 18A)**, only in cases where progress of Work/Services is more than or equal to 80% of the original scope of Work/Services.

62.(2) Right of DFCCIL after, rescission of contract owing to default of consultant:

In the event of any or several of the courses, referred to in sub-clause (1) of the clause, being adopted.

- (a) The Consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the Works/Services or the performance of the contract and Consultant shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the DFCCIL shall have certified the performance of such Work/Services and the value payable in respect thereof and the Consultant shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with DFCCIL under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance Work/Services shall be got done independently without risk & cost of the failed Consultant. The failed Consultant shall be debarred from participating in the tender for executing the balance Work/Services. If the failed Consultant is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance Work/Services in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Consultant cannot be accepted as authorized representative in new contract.

- (c) In the contract rescinded in part or parts,
- (i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of Work/Services being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of Work/Services under the contract.
- (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these conditions.
- (iii) The defaulting Consultant shall not be issued any completion certificate for the contract.
- (iv) The balance Work/Services shall be got done independently without risk & cost of the failed Consultant. The failed Consultant shall be debarred from participating in the tender

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- for executing the balance Work/Services. If the failed Consultant is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance Work/Services in his/her individual capacity or as a partner of any other JV /partnership firm.
- (v) Further the authorized representative of failed Consultant will not be accepted as authorized representative in new contract.
- (d) The DFCCIL or the DFCCIL's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the Works/Services or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the Works/Services or any part thereof until the completion of the Works/Services without the Consultant being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The DFCCIL shall as soon as may be practicable after removal of the Consultant fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Consultant in respect of the Work/Services then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary Works/Services upon the site. The legitimate amount due to the Consultant after making necessary deductions and certified by the DFCCIL should be released expeditiously.

SETTLEMENT OF DISPUTES - IR/DFCCIL ARBITRATION & CONCILIATION RULES

63.0 Conciliation of disputes:

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the Work/Services or after its completion and whether before or after the determination of the contract, shall be referred by the Consultant to the CGM) through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the DFCCIL. CGM shall, within 30 days after receipt of the Consultant's "Notice of Dispute", notify the name of conciliator(s) to the Consultant.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by DFCCIL, Consultant and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

63.1 Matters Finally Determined by the DFCCIL: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the Work/Services or after its completion and whether before or after the determination of the contract, shall be referred by the Consultant to the MD/DFCCIL and the MD/DFCCIL shall, within 120 days after receipt of the Consultant's representation, make and notify decisions on all matters referred to by the Consultant in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway/DFCCIL authority, thereon shall be final and binding on the Consultant; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

63.2 Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.

63.2.1 Any dispute/s if not settled with the DFCCIL, shall be referred to DAB.

The DAB shall consist of a panel of three Retired Railway/DFCCIL Officers, retired not below senior administrative grade (SAG) or corresponding DFCCIL grades. The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the MD/DFCCIL office. The complete panel, which shall not be less than five members, shall be sent by CGM to the Consultant to nominate one member of the DAB from the panel as Consultant's nominee within two weeks of receipt of the panel. On receipt of Consultant's nominee, the CGM shall nominate one member from the same panel as Railway/DFCCIL nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

63.2.2 The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway/DFCCIL, Consultant and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.

63.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the CGM fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

63.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway/DFCCIL or the Consultant acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

63.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway/DFCCIL and the Consultant:

“I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality.”

63.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

63.2.7 The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.

63.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.

63.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

63.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.

63.2.11 In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

63.2.12 The obligation of the Railway/DFCCIL and the Consultant shall not be altered by reasons of issue being or under reference to DAB.

63.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.

63.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

64. (1) Demand for Arbitration: -

64. (1)(i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the Consultant may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters”

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referred to in Clause 63.1 of these Conditions, the Consultant, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

- 64.(1)(ii)(a)** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.
- 64.(1)(ii)(b)** The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under **(Form No. 25)** of these conditions.
- 64.(1)(iii)(a)** The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
- 64.(1)(iii)(b)** The claimant shall submit his claim stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- 64.(1)(iii)(c)** The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
- 64.(1)(iii)(d) Place of Arbitration:** The place of arbitration would be within the geographical limits of the CGM Unit where the cause of action arose or the Headquarters of the DFCCIL or any other place with the written consent of both the parties.
- 64.(1)(iv)** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 64.(1)(v)** If the Consultant(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.
- 64.(2) Obligation During Pendency of Arbitration:** Work/Services under the contract shall, unless otherwise directed by the DFCCIL, continue during the arbitration proceedings, and no payment due or payable by the Railway/DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such Work/Services should continue during arbitration proceedings.
- 64.(3) Appointment of Arbitrator:**
- 64.(3)(a) Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:**
- 64.(3)(a)(i)** In cases where the total value of all claims in question added together does not exceed ₹

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1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator nominated by MD/DFCCIL from approved panel of Arbitrators in DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by MD/DFCCIL.

64.(3)(a)(ii) In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Officers, as the Arbitrators. For this purpose, the DFCCIL will send a panel of Three (3) names empanelled Arbitrators to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for Arbitration is received by the MD/DFCCIL. Consultant will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as Consultant's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the Consultant's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Consultant's nominees.

64.(3)(a)(iii) Not Applicable.

64.(3)(b); Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off

(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), DFCCIL will send a panel of at least four (4) names of empaneled arbitrators with DFCCIL to work as Arbitrators duly indicating their retirement dates to the Consultant within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL.

Consultant will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway/DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Consultant's nominees.

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Railway/DFCCIL will send a panel of at least four (4) names of empaneled Arbitrators with DFCCIL to work as Arbitrators duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL.

Consultant will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as Consultant's nominee within 30 days from the date of dispatch of the request by Railway/DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the Consultant's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Consultant's nominees.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion,

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proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.3(c)(ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

64.3(c)(iii): (i) Qualification of Arbitrator (s):

(a) Serving Gazetted Railway/DFCCIL Officers of not below JA Grade level.

(b) Retired Railway/DFCCIL Officers not below SA Grade level or equivalent retired DFCCIL officers, one year after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s)/DFCCIL expressed views on all or any of the matters under dispute or differences. A certification to this effect as per Form No.25 shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

64.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

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- 64.(5):** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 64.(6):** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at “**Form No. 25**” to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL or by the court of law unless specifically directed by Hon’ble court otherwise on the matter.
- 64.(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- 64.(8)** In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway/DFCCIL to Consultant, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Consultant has to pay to the Railway/DFCCIL, then 75% of the award amount shall be deducted by the Railway/DFCCIL from the Consultant’s bills, Performance Guarantee/ Security Deposit or any other dues of Consultant with the Government of India.

CHAPTER-VII

Special Conditions of Contract

CHAPTER-VII

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS (SECTION-1)

Note: The Special Conditions of contract (SCC) should be read in conjunction with the General Conditions of Contract (GCC). However, if there is any provision in the GCC, which is at variance with the provisions in SCC, the Specific Provisions/Special Conditions of Contract (SCC) shall take precedence. If there is any confusion regarding interpretation of these clauses of SCC, the decision of DFCCIL shall be final and binding.

1.1 (a) As per the provisions of Make in India policy 2017 local component should be min. 50% of the Contract value in totality.

(b) The amended provisions for public procurement circulated by Ministry of Finance (MoF) – Dept of Expenditure – Public procurement Division OM No. F No. 6/18/2019 – PPD dated 23-07-2020 would be applicable in this tender also. The copy of the same is enclosed herewith for ready reference.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)

Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in

Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.


Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)

Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in

Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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CHAPTER-VII

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS (SECTION-2)

Note: The Special Conditions of contract (SCC) should be read in conjunction with the General Conditions of Contract (GCC). However, if there is any provision in the GCC, which is at variance with the provisions in SCC, the provisions in the Special Conditions of Contract (SCC) shall take precedence.

List of Relevant clauses of IR General Condition of Contract (GCC)-2022 modified through Special Condition of Contract (SCC) for this Consultancy Work are as follows:

Sl. No.	GCC-2022 (Part-II) Clause No.	GCC Clause	Modified through SCC
1	<i>Explanation for Para 1.3.30 - Eligibility Criteria (Point No. 5)</i>	If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 1.3.30 of the Tender above, the same shall be considered for the purpose of fulfilment of credentials	Not Applicable
2	<i>Para 1.3.16 (ii) (d) of Part-I instruction to tenderers</i>	Joint Venture	Not Applicable
3	7	Assignment or Subletting of Contract	Not Applicable
4	8	Assistance by Railway/DFCCIL for the stores	Not Applicable.
5	9	Railway Passes: Not Applicable	Not Applicable.
6	10	Carriage of Materials	Not Applicable.
7	11	Use of Ballast Trains	Not Applicable.
8	12	Representation on works	Not Applicable.
9	13	Relics and Treasures	Not Applicable.
10	14	Excavated Material	Not Applicable.
11	17-C	Bonus for Early Completion of Work	Not Applicable
12	22(1)	Adherence to specifications and drawings: - The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor	Adherence to the Contract: - The work/services shall be undertaken by the consultant commensurate with the accepted programme of work/services submitted under clause 19(3). The whole of the works/services shall be executed in perfect conformity with the contract. If Consultant performs any works/services in a manner contrary to the contract and

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		performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the DFCCIL, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the DFCCIL	without such reference to the DFCCIL, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the DFCCIL.
13	24	Damage to DFCCIL property or private life and property	Not Applicable
14	25	Sheds, Store Houses and Yards	Not Applicable
15	27.(1)	Workmanship and Testing:	Not Applicable
16	31.(1)	Contractor to supply water for works	Not Applicable
17	31.(2)	Water Supply from Railway System:	Not Applicable
18	31.(3)	Water Supply from Railway Transport:	Not Applicable
19	31.(4)(a)	Contractor to arrange supply of Electric power for works	Not Applicable
20	31.(4)(b)	Electric Supply from the Railway System:	Not Applicable
21	32	Property in materials and plant	Not Applicable
22	33. (1)	Tools, Plant and Materials Supplied by Railway:	Not Applicable
23	33.(2)	Hire of Railway's Plant: - Not Applicable	Not Applicable
24	34.(1)	Precaution during progress of works During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.	Precaution during progress of works/Services During the execution of work/services, unless otherwise specified, the consultant shall at his own cost provide the equipment necessary for proper execution of all the work/services under his scope along with safety, hygiene, etc., for his workman and staff and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
25	34.(2)	Roads and Water courses	Not Applicable
26	34.(3)	Provision of access to premises	Not Applicable
27	34.(4)	Safety of Public	Not Applicable
28	35	Use of Explosives	Not Applicable
29	37	Rates for items of Work/Services: - The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for services duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and drawings together with	Rates for items of Work/Services: - The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for work/services duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and

	<p>such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the consultant by the DFCCIL, the erection, maintenance and removal of all temporary works and, buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of services, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all services and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the services or other duties of expenses for which the consultant may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.</p> <p>However, if rates of existing GST or cess on GST for Services Contract is increased or any new tax /cess on Services Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Consultant thereupon properly pays such taxes/cess, the Consultant shall be reimbursed the amount so paid.</p> <p>Further, if rates of existing GST or cess on</p>	<p>drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence, staff(s), equipment(s) and other arrangement(s) required for performing the works/services, and other duties of expenses for which the consultant may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the contract.</p> <p>However, if rates of existing GST or cess on GST for Services Contract is increased or any new tax /cess on Services Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Consultant thereupon properly pays such taxes/cess, the Consultant shall be reimbursed the amount so paid.</p> <p>Further, if rates of existing GST or cess on GST for Services Contract is decreased or any tax/cess on Services Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Consultant's bills/Security Deposit or any other dues of Consultant with the Government of India or DFCCIL</p>
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		GST for Services Contract is decreased or any tax/cess on Services Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Consultant's bills/Security Deposit or any other dues of Consultant with the Government of India or DFCCIL	
30	38	Demurrage and Wharfage dues	Not Applicable
31	39.(1)	<p>Rates for extra items of Work: -</p> <p>(a) Standard Schedule of Rates (SSOR) Items: Any item of Services carried out by the Consultant on the instructions of the DFCCIL which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).</p> <p>For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the DFCCIL and the Consultant before the execution of such items of Services as per sub clause (b).</p> <p>(b) Other Items: For any item of Services to be carried out by the Consultant but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Consultant shall be bound to notify the DFCCIL at least seven days before the necessity arises for the execution of such items of Services that the accepted Bill(s) of Quantities does not include rate or rates for such extra Services involved. The rates payable for such items shall be decided at the meeting to be held between the DFCCIL and Consultant, in as short a period as possible after the need for the special item has come to the notice. In case the Consultant fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway/DFCCIL shall be entitled to execute the extra Services by other</p>	<p>Rates for extra items of Work/Services: -</p> <p>DFCCIL shall have the right to request in writing for additions, alterations, modifications or deletions in the scope, design and drawing of any part of the work/services and to request in writing for additional work/services in connection therewith and the Consultant shall comply with such requests without any extra cost.</p> <p>The Consultant shall not make any material deviation, alteration, addition to or omission from the work/services except without first obtaining the written consent of DFCCIL.</p> <p>If the work/services in full or part is withdrawn by DFCCIL from the scope of work/services of consultant then proportionate consultancy fee shall be paid only up-to the stage for which the consultancy work/services has been completed and the Consultant shall have no further claim whatsoever on this account on DFCCIL.</p> <p>If any additional work/services are required by DFCCIL other than the original scope of works/services in the same buildings/areas as mentioned in Clause 1.5 (TOR) under Chapter-V of tender document, the Consultant is bound to carry out additional work/services without any additional cost.</p> <p>If any design & drawing of a new building/area is required other than the buildings/areas as mentioned in</p>

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		<p>means and the Consultant shall have no claim for loss or damage that may result from such procedure.</p> <p>The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:</p> <ol style="list-style-type: none"> i. Analysis of Rates for “Delhi Schedule of Rates issued by CPWD (DSR)” ii. Analysis of Rates for “Unified Standard Schedule of Rates of Indian Railways (USSOR)” iii. Market Analysis 	<p>Table of Clause 1.5 (TOR) under Chapter-V of tender document, then the same will be considered as additional work for the purpose of this clause.</p> <p>The payment methodology for any additional work/services executed by the consultant on the request of DFCCIL (under variation) is defined in clause 42(2) (i) of GCC/SCC as mentioned below.</p>
32	40.(2)	Clearance of site on completion	Not Applicable
33	42(2)(i)	<p>(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.</p> <p>(ii) The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.</p> <p>(iii) In case an increase in built up area of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates:</p> <ol style="list-style-type: none"> (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid 96% of the rate awarded for 	<p>For original scope of works for the buildings/areas and allied facilities mentioned in the tender document, no variation for any increase in built up area of the buildings or otherwise would be paid to the consultant.</p> <p>However, for any new building(s) or areas which is not covered under the original scope of works and for which Architectural Design & PMC Consultancy Services are required by the DFCCIL from the consultant (under variation), the rates for the increased quantities (in terms of built-up area) shall be as per sub- para below:</p> <ol style="list-style-type: none"> (i) The consultant shall be bound to carry out the work/services at the agreed rates/accepted percentage to the limit of 25% variation against the agreement quantity (i.e., total built up area of all the buildings as mentioned in the tender document) as per original scope of work (refer Table of Clause 1.5 (TOR) under Chapter-V of tender document). (ii) In case an increase in built up area is more than 25% of the agreement quantity (i.e., total built up area of all the buildings as mentioned in the tender document), then same shall be executed at following rates:

		<p>that item in that particular tender;</p> <p>(c) Variation in quantity of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>(d) Variation to quantities for Minor value item:</p> <p>The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.</p> <p>d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;</p> <p>d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;</p> <p>d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.</p>	<p>(a) Quantities (i.e., built-up area) operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the agreed rate/percentage awarded for that item in that particular tender;</p> <p>(b) Quantities (i.e., built-up area) operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid 96% of the rate awarded for that item in that particular tender;</p> <p>(c) Variation in quantity (i.e., built-up area) beyond 150% of the agreement quantity of the concerned item will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>However, the Payment Schedule as defined in Section-IV of the tender document for the <u>Architectural & Design Consultancy Services & PMC Consultancy Services</u> are to be followed (as it is) for the any new building(s)/areas or facility which is not covered under the original scope of works and for which Architectural Design & PMC Consultancy Services are required by the DFCCIL from the consultant (under variation).</p>
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		(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).	
34	44	<p>Quantities in Bill(s) of Quantities Annexed to Contract: The quantities set out in the accepted Bill(s) of Quantities with items of work/Services quantified are the estimated quantities of the Services and they shall not be taken as the actual and correct quantities of the work/Services to be executed by the Consultant in fulfillment of his obligations under the contract.</p>	<p>Scope/Schedule of work Annexed to Contract: The Scope/Schedule of work/Services with items of Work/Services mentioned in the contract are the estimated Works/Services and they shall not be taken as the actual work/Services required for the successful execution of the Project of buildings/areas to be executed by the Consultant in fulfilment of his obligations under the contract.</p> <p>Any other activity/services that is deemed necessary for successful execution of the Project (refer Table of Clause 1.5 (TOR) under Chapter-V of tender document), but not included in the scope of work shall form the part of scope of work(s) of the CONSULTANT and the decision of DFCCIL shall be final & binding in this regard. Nothing extra shall be payable on account of any new activity which is required for the project but not covered above</p>
35	45(i)	<p>Measurement of Works/Services by Railway/DFCCIL:</p> <p>The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway/DFCCIL. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to</p>	<p>Measurement of Works/Services by Railway/DFCCIL:</p> <p>The Consultant shall be paid for the works/services at the rates in the accepted Bill(s) of Quantities and for extra/additional works/services at rates determined under Clause 39(1) and 42(2)(i) of these Conditions on the measurements taken by the DFCCIL or the DFCCIL's representative in accordance with the rules prescribed for the purpose by the Railway/DFCCIL.</p> <p>Such measurements will be taken of the work/services in progress from time to time and at such intervals as in the opinion of the DFCCIL shall be proper</p>

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		<p>two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below-</p> <p>(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.</p> <p>(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p>	<p>having regard to the progress of works/services.</p>
36	45.(ii)	<p>Measurement of works by Contractor's Authorized Representative (In case the Contract provides for the same)</p> <p>(a) The Contractor shall be paid for the works at the rates in the accepted Bill(s)</p>	<p>Measurement of works by Consultant's Authorized Representative (In case the Contract provides for the same)</p> <p>The Consultant shall be paid for the works/services at the rates in the accepted schedule of prices and for extra</p>

		<p>of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway/DFCCIL. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.</p> <p>Date and time of test checks shall be communicated to the Contractor, who shall be present at the site and shall witness the test checks, failing Contractor's adherence, the test check may be conducted in his absence and such test checks shall not, withstanding such absence be binding upon Contractor provided always that any objections made by Contractor to test check shall be duly investigated and considered in the manner set out below:</p> <p>(i) It shall be open to Contractor to take specific objections to test check of any recorded measurements within 7 days of date of such test checks. Any re-test check done by the concerned DFCCIL's Authority in the presence of the Contractor or in his absence after due notice, given to him in consequent of objections made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.</p>	<p>works/services at rates determined under Clause 39 (1) of these Conditions on the measurements taken by the Consultant's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway/DFCCIL.</p>
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		<p>(ii) If an objection raised by the Contractor is found by the Engineer to be incorrect, the Contractor shall be liable to pay the actual expenses incurred in measurements.</p> <p>(b) Incorrect measurement/action to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or as claimed any false measurement for the work which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:</p> <p>(i) On first occasion of noticing, exaggerated/false measurement, Engineer shall impose a penalty of 10% of claimed gross bill value.</p> <p>(ii) On any next occasion of noticing any exaggerated/false measurement, DFCCIL shall impose penalty of 15% of claimed gross bill value. In addition, the facility of recording of measurement by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurement shall be done by DFCCIL as per Clause-45(i) above.</p>	
37	46.(4)	Advances to Consultant	Not Applicable
38	46A	Price Variation Clause (PVC)	Not Applicable
39	55-A	Provisions of Contract labour (Regulation and Abolition) Act, 1970:	Not Applicable
40	55-C	Consultant is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54, 55, 55A and 55B of Indian Railways General Condition of Contract.	Not Applicable
41	55-D	Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”:	Not Applicable
42	57-A	Provision of Mines Act	Not Applicable
43	59.(1)	Labour Camps	Not Applicable
44	59.(4)	Sanitary Arrangements	Not Applicable

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45	59.(5)	Outbreak of infectious disease	Not Applicable
46	59.(6)	Treatment of consultant's staff in Railway Hospitals	Not Applicable
47	60.(2)	Medical Certificate of fitness for labour	Not Applicable
48	60.(3)	Period of validity of medical fitness certificate	Not Applicable
49	60.(4)	Medical re-examination of labourer	Not Applicable
50		EXPLANATIONS	Not Applicable
51	63(3) 63(3)(a)	Appointment of Arbitrator Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off	
52	64.(3)(a)(i)	In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager	In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator nominated by MD/DFCCIL from approved panel of Arbitrators in DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by MD/DFCCIL
53	64.(3)(a)(ii)	In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or	In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Officers, as the Arbitrators. For this purpose, the DFCCIL will send a panel of Three (3) names empanelled Arbitrators to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for Arbitration is received by the MD/DFCCIL. Consultant will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as Consultant's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the Consultant's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Consultant's nominees

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		from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.	
54	64.(3)(a)(iii)	The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement	Not Applicable
55	64.(3)(b);	<p>Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:</p> <p>(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.</p> <p>Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Contractor's nominees.</p> <p>(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall</p>	<p>Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off</p> <p>(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), DFCCIL will send a panel of at least four (4) names of empaneled arbitrators with DFCCIL to work as Arbitrators duly indicating their retirement dates to the Consultant within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL.</p> <p>Consultant will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway/DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Consultant's nominees.</p> <p>(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Railway/DFCCIL will send a panel of</p>

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		<p>consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empaneled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.</p> <p>Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department</p>	<p>at least four (4) names of empaneled Arbitrators with DFCCIL to work as Arbitrators duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL.</p> <p>Consultant will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as Consultant's nominee within 30 days from the date of dispatch of the request by Railway/DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the Consultant's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Consultant's nominees.</p>
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CHAPTER-VII

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS (SECTION-3)

Note: The Special Conditions of contract (SCC) should be read in conjunction with the General Conditions of Contract (GCC). However, if there is any provision in the GCC, which is at variance with the provisions in SCC, the provisions in the Special Conditions of Contract (SCC) shall take precedence.

1.1 Deployment of CONSULTANT Personnel and Technical Staff:

The Consultant shall deploy the requisite technical staff with charter of duties / responsibilities of each one related to execution of the work/services after issue of Letter of Acceptance as per the site requirement and progress of work/services DFCCIL. The decision of DFCCIL in this regard would be final and binding.

The CONSULTANT should deploy personnel(s) in advance as it may deem necessary as per the design and development plan of the project. The Consultant shall provide the list of key Technical personnel(s)/Sub-consultant(s) etc., to be deployed in the Architectural Design Team (as listed below) and shall submit CVs of personnel(s) proposed to be deployed within 30 (Thirty) days after issuance of LOA. The qualifications and experience of personnel shall conform to the qualifications and experience set out in the Table below.

The CONSULTANT should deploy PMC personnel(s) in advance as it may deem necessary as per the implementation and construction plan of the project and shall provide the list of key technical personnel(s) and shall submit CVs of personnel(s) to be deployed in the PMC Team (as listed below) to DFCCIL at the appropriate time when PMC services are about to be started as per the requirement of the project and as deemed fit by DFCCIL. The age of Team Leader shall not exceed 55 years (Fifty-Five) and should not exceed 50 years for the other members of the PMC Team. However, the maximum age can be relaxed by DFCCIL in case of exceptionally deserving candidate.

DFCCIL at its discretion may conduct interview of personnel(s) for deployment in PMC Team as recommended by consultant. All the cost related to the interview shall be borne by the Consultant. If the personnels are found suitable, a written approval shall be issued by DFCCIL in this regard. If any personnel are not found suitable, DFCCIL shall request the consultant to submit other CVs and the same procedure of approval shall follow.

The personnel approved by DFCCIL shall be deployed by the Consultant within approx. 15 (Fifteen) days of written intimation issued by DFCCIL in this regard.

i. **Architecture Design Team:** The general composition and estimated no. and

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qualification of key personnel of the Architecture & Design team shall be as follows:

S. N.	Description of Post	Nos., Minimum Qualification & Experience
1	Lead Architect	1 no., B, Arch with minimum 15 yrs. of Experience in designing of multi storied buildings
2	Assistant Architect	1 no., Graduate in Architecture with minimum 08 yrs experience of similar work in multi storied building.
3	Lead Structural Designer/Consultant	1 no., M.E/M. Tech with minimum 15 yrs. Experience of designing multi storey building, Framed RCC structures etc.
4	Assistant Structural Designer	1 no., B. Tech/B. E. (Civil) with minimum 08 yrs experience in Design of RCC Structures in multi storied buildings
5	Quantity Surveyor/Estimate Consultant	1 no. B. Tech/B.E. Civil with 15 yrs experience or 1 no. Diploma Civil with 20 yrs of experience in Quantity Surveying & Estimate Preparation etc.
6	Fire and Plumbing Consultant	1 no. B. Tech/B.E. Civil with 15 yrs experience in designing of fire, plumbing, water supply, drainage & sanitary services etc. in multi storied buildings
7	Electrical Consultant	1 no. B. Tech/BE (Electrical) with 15 yrs experience in designing of electric supply, internal & external distribution in multi storied buildings.
8	Air Conditioning Consultant	1 no. B. Tech/BE (Electrical) with 15 yrs experience in designing of air conditioning in multi storied buildings
9	Landscaping/Horticulture Consultant	1 no. Graduate in relevant field having experience 10 years' experience in Landscaping/Horticulture
10	Green Building Facilitation Consultant	1 no. Graduate in relevant field having experience 10 years' experience of green building certification for multi storied buildings.
11	Any other Consultant(s)	Graduate in relevant field having experience 10 years' per the requirement of the project. The decision of DFCCIL in this regard is final and binding.

- ii. **Project Management Team:** The general composition and estimated requirement of key personnel of the Project Management team for construction supervision and project management services shall be as follows:

Sl. No.	Category	Minimum Qualification & Experience
1	Team Leader/Project Manager/RE. -1 No.	Experience of minimum 15 Years (Degree in Civil Engineering)
2	Dy. Project Manager/Construction Manager/ARE (Civil)-1 Nos	Experience of minimum 10 years (Degree in Civil Engineering) or 15 years (Diploma in civil engineer)
3	Assistant Resident Engineer - ARE (Civil)- 2 Nos.	Experience of minimum 5 years (Degree in Civil Engineering) or 10 years or more (Diploma in Civil Engg.)
4	Engineer (Civil)- 2 Nos.	Experience of minimum 3 years (Degree in Civil Engineering) or 8 years or more (Diploma in Civil Engg.)
5	Assistant Resident Engineer - ARE (Electrical)- 1 Nos.	Experience of minimum 5 years (Degree in Electrical Engineering) or 10 years (Diploma in Electrical Engg.)
6	Engineer (Electrical)-1 No.	Experience of minimum 3 years (Degree in Electrical Engineering) or 8 years (Diploma in Electrical Engg.)
7	Assistant Resident Engineer - ARE (Quality Control)-1 No.	Experience of minimum 5 years (Degree in Civil Engineering) or 10 years or more (Diploma in Civil Engg.).
8	Engineer (Landscape/Horticulture)-1 No.	Experience of minimum 3 years (Degree in relevant field) or 8 years or more (Diploma in relevant field).
9	Assistant Resident Engineer - ARE (Safety /SHE)-1 No.	Experience of minimum 5 years (Degree in relevant field) or 10 years or more (Diploma in relevant field).
10	Assistant Resident Engineer - ARE (Quantity Surveyor/Billing (1 No.)	Experience of minimum 5 years (Degree in Civil Engineering) or 10 years or more (Diploma in Civil Engg.).
11	Document Controller (1 No.)	Experience of minimum of 10 years
12	Any other Consultant(s)	Graduate in relevant field having experience 10 year's per the requirement of the project. The decision of DFCCIL in this regard is final and binding.

- iii. However, the exact of the composition of the Architectural Design and PMC Team shall consist of all the above-mentioned functionaries depending on the requirement of the project or consist of more/less than the number of one type of functionaries as decided by the DFCCIL depending upon the requirement of the project time to time. The deployment of the personnel (continuous or intermittent)

at site shall be done by taking due approval from DFCCIL and decision of DFCCIL in this regard shall be final & binding.

iv. **Replacement:**

- (i) Should it become necessary due to unavoidable circumstance to replace personnel/Sub-Consultant/Associates of the team specified by name, the consultant would forthwith provide a replacement acceptable to the DFCCIL with comparable or better qualifications with no extra cost with those replaced personnel(s). The personnel/Sub-Consultant-Associates shall only be engaged after approval of DFCCIL. The consultant shall bear the travel and other related costs arising out of or incidental to the replacement.
- (ii) In the event that any of the personnel/Sub-Consultant-Associates is found by the DFCCIL to be incompetent, or guilty of misbehaviour or incapable in discharging the assigned responsibilities satisfactorily, the DFCCIL may instruct by giving a notice of 7 (Seven) days to the consultant, at the expense of the consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the DFCCIL.
- (iii) The decision of DFCCIL in such event shall be final and binding on the consultant.

v. **Office Setup:**

- (i) DFCCIL shall provide built-up office space near the project sites free of charge.
- (ii) The Consultant should engage adequate number of necessary office attendants and support staff for the smooth execution of the work/services. No additional payment shall be made for this purpose.
- (iii) The Consultant, at its own cost procure install, operate, maintain office equipment such as computers, printers & scanners, UPS and other peripherals and all consumables as required for efficient discharge of duties.
- (iv) The Consultant shall procure latest versions of licensed Software including Windows, Auto Cad, STAAD pro/ ETAB etc. for design purposes and Microsoft Office, Microsoft Project, Primavera etc. for planning and execution and antivirus software etc. for the project period.
- (v) The Consultant shall procure and keep it activated internet connection, telephone connections and mobile cell phones for the team members during the project period.

The consultant shall operate and maintain at its own cost necessary number of vehicles for the use of its members during the project period. Further no separate TA/DA will be paid by DFCCIL for any official duties to consultant personnel(s).

1.2 Professional Indemnity Insurance:

- a. The consultant shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Work/Services by the consultant.
- b. DFCCIL undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel(s) or for the dependents of any such personnel of the consultant.
- c. The consultant shall indemnify at all times, the DFCCIL from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the DFCCIL during or in connection in the Work/Services by reason of:
 - Infringement or alleged infringement by the consultant of any patent or other protected right; or
 - Plagiarism or alleged plagiarism by the consultant.
- d. The consultant shall indemnify, protect and defend, at consultant's own expense, DFCCIL, its agents and employees, from and against any and all actions, claims, losses or damages arising out of consultant's failure to exercise the skill and care required under this agreement, provided, however: that consultant is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Work/Services.
- e. In addition to any liability consultant may have under this agreement consultant shall, at its own cost and expense, upon request of DFCCIL, re-perform the Work/Services in the event of consultant's failure to exercise the skill and care.
- f. The consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) DFCCIL's overriding a decision or recommendation of consultant or requiring consultant to implement a decision or recommendation with which consultant does not agree; or (ii) the improper execution of consultant's instructions by agents, employees or independent Building Contractors of DFCCIL.
- g. PMC liability is limited to the PMC Contract value & the agency is required to provide a professional indemnity insurance for the same from a reputed Insurance Firm on or before signing of the contract agreement. However, such ceiling (i.e. PMC Contract Value) shall not apply to actions, claims, losses or damages caused by consultant's gross negligence or reckless conduct.

2.1 The key deliverables would be as per the following table:

Design Drawings and Reports

1. The Consultant shall submit at least 3 hard copies and soft copy of all the Designs & Drawings to DFCCIL in the Architectural Design Stage and GFC Drawings during the execution of the works.

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2. The consultant shall submit 3 hard copies and soft copies of the following reports to the DFCCIL in the Project Management Consultancy Stage:

S. No.	Report	Frequency	Due Date/Time
1	Inception Report	One Time	Within 45 days of Issue of work order
2	Quality Assurance Plan (QAP)	One Time	Within 45 days of Issue of work order
3	Progress Reports	Every month	Before 7 th day of the following month
4	Final Report	One Time	Within 30 days of completion of services/contract

3. The Inception Report shall contain the details of all meetings held with the DFCCIL and the Building Contractor(s) and decisions taken therein, the resources mobilized by the consultants as well as the Building Contractor and the consultants' perception in the management and supervision of the works. The Report shall also include the Work Programme and Deployment Schedule of Staff.
4. Quality assurance plan should stipulate guidelines for the maintaining quality standards in overall project at each and every stage of the project. The guidelines shall be in concurrence to the NBC / GRIHA / IEC / ISI / MORTH / IRC / CPWD Specifications.
5. The monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (*consultants' and the Building Contractor*), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The report shall also include the photograph of the activities being done at the site. The report should also include safety audit and Environmental safeguard audit report on the Building Contractor's performance on these aspects. The report shall also contain any other aspect which DFCCIL may direct from time to time.
6. The consultant will prepare a comprehensive final completion report after completion of the works. The report shall incorporate summary of the method of supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.
- 2.2 The Consultant shall submit to DFCCIL two (2) hard copies and soft copies of all reports/DOCUMENT to be delivered above.
- 2.3 The fee payable by DFCCIL to the Consultant for the Services shall be computed and paid subject to the conditions of service Agreement, by DFCCIL on the basis of performance of the services at the Estimated Billing rates approved by DFCCIL and after deducting taxes at source as per applicable law (*GST will be payable extra*).
- 2.4 The Consultancy Fee shall be exclusive of GST but inclusive of all applicable taxes, cess and levies, all office and site supervision expenses which may be incurred by the firm and

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personnel towards office equipment and automation, hardware, software, consumables etc., documentation, travel, transportation, communication etc and head office overheads (“Office and Site Supervision Expenses”).

3.1 Penalty for deficiency in Services:

In addition to the liquidated damages not amounting to penalty, 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 Authority, other penal action may be taken by DFCCIL, including debarring for a specified period or with holding.

3.2 In the event of total default / failure by the Consultant in providing the Services, DFCCIL reserves the right to get the Services executed by any other consultant after appropriating the Performance Security (*Performance Guarantee & Security Deposit*) following due procedure as per the contract.

3.3 The PMC shall prepare a check list for submissions of bills by the Building Contractor (s). The PMC shall check and verify the measurements and bill in totality and submit the same within seven (7) days of receipt of the bill from the Building Contractor/s. Delay in processing of the bills of the Building Contractor (s) on account of consultant shall be considered as deficiencies in services and may impose a penalty as deemed-fit after suitable warning.

3.4 1. The following activities shall attract penalties which shall be deducted from the running bill for consultancy services:

S.No.	Activities	Penalty
1	Report Submission	If there is any major delay in report submission (more than 15 days), DFCCIL may impose a penalty upto Rs. 25000/- (<i>Rupees Twenty-Five Thousand Only</i>) from the running bill of PMC.
2	Absent from Duties	For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 30 working days in a year or more than 15 working days at one time, the consultant shall deploy personnel of equal or higher qualification and experience under the intimation to DFCCIL. In the event of the failure of the consultant to do so, DFCCIL may impose a penalty upto Rs. 50,000/- (<i>Rupees Fifty Thousand Only</i>) from the running bill of PMC.

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3	Change of Manpower	<p>If, there is any change in manpower</p> <p>a. Key personnel 1 time (<i>Principal Architect, Structural Engineer and Team Leader of PMC</i>).</p> <p>b. Other professional 2 times.</p> <p>c. For any change in key personnel more than one time after confirmation, DFCCIL may impose a penalty upto Rs. 50,000/- (<i>Rupees Fifty Thousand Only</i>) on each change.</p> <p>d. For any change in other professionals during the work, DFCCIL may impose a penalty of Rs 25000/-.</p>
4	Mistake in measurements due to negligence/informational	<p>If there are any major mistakes found in taking/checking measurements which is +/- 10%, DFCCIL may impose a penalty by deducting upto Rs. 50,000/- (<i>Rupees Fifty Thousand Only</i>) per mistake.</p>
5	Performance of the team members	<p>If, the service of a team member provided by the Consultant is not acceptable to the DFCCIL, the Consultant shall replace the team member within 15 days of given such notice. If the Consultant fails to quickly deploy/replace a team member as instructed by the Employer, the Employer may make temporary arrangement. The temporary deployment/replacement shall be paid by the DFCCIL with commensurate deduction from the running bill of the PMC.</p>

2. Ownership of Work Product, Computer Programs and Equipment:

- a. All reports, DOCUMENT, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the consultant and communicated to the DFCCIL in performing the Services (*in electronic form or otherwise*) shall be the sole and exclusive property of the DFCCIL, and may be made available to the general public at its sole discretion. The consultant may take copies of such DOCUMENT and data for purpose of use related to the Services under terms and conditions acceptable to the DFCCIL but shall not use the same for any purpose unrelated to the Services without the prior written approval of the DFCCIL.

All computer programs developed by the consultant under this Contract shall be the sole and exclusive property of the DFCCIL; provided, however, that the consultant may use such programs for their own use with prior written approval of the DFCCIL. If license agreements are necessary as appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the DFCCIL's prior written approval to such agreements. In such cases, the DFCCIL shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3. **Completion of Project:**

- 25.1 When the construction of all the buildings along with other site development works are completed in all respects i.e. all civil structural, electrical, mechanical, PHE fire, services works etc. are completed, equipment installed & aligned, and statutory approvals obtained etc., PMC shall notify the Employer in writing that the Project has been completed in all respect.
- 25.2 Upon notification of completion of buildings/works in writing by PMC, DFCCIL will inspect the same prior to the occupancy. Any defects observed shall be informed to the PMC at the earliest. The PMC shall ensure the rectification of such defects prior to the occupancy at no extra cost to the owner.
- 25.3 The date of acceptance by DFCCIL as aforesaid along with **No objection Certificate (NOC) for occupation from statutory authorities shall be deemed to be the date of completion of the Project** (*hereinafter called COMPLETION*) for the purpose of this CONTRACT. However, this does not exclude the responsibility of the PMC to obtain the completion certificates through Architect and submit to the Employer and also their responsibility for the defect liability period.

4. **Patents:**

Consultant shall, subject to the limitations contained in this Article, indemnify and hold Employer harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against Employer by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Consultant and furnished to Employer, as long as it is used by Consultant for the purposes of this project only.

5. **Leave Policy:**

Consultant shall deploy the professionals/staff for 6 days a week (48 Hours in a week). National Holidays and Gazetted Holidays recognized by DFCCIL and so reflected in DFCCIL' Official Calendar are allowed as holiday. Observance of Sundays (as applicable) and aforesaid Holidays shall be subject to solely to an overriding Condition that no part/element of the Consultant assigned task shall be allowed to go unsupervised and no claim would be admissible in this regard.

CHAPTER-VIII

TENDER FORMS

TENDER FORMS

FORM No.	SUBJECT
Form No. 1A	Offer Letter
Form No. 1B	Format for Certificate to Be Submitted / Uploaded by Tenderer Along with the Tender Documents
Form No. 1C	Format for Certificate to be given by attorney/authorized signatory/each member of Partnership firm/Joint venture (JV) / Hindu undivided Family (HUF)/Limited Liability Partnership (LLP) etc.)
Form No. 1D	Format for Bid Security in the form of Bank Guarantee Bond from any Schedule Commercial Bank of India.
Form No. 2A/2AA	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Not Applicable
Form No. 2D	Applicant's Party Information Form
Form No. 3 & 4	Not Applicable
Form No. 5	Format of Contract Agreement
Form No. 6	Format of Bank Guarantee for performance security
Form No. 7	Standing indemnity bond for On Account payment
Form No. 7A	Indemnity Bond
Form No. 8	ECS / NEFT / RTGS Mandate form
Form No. 9	Details of Key technical personnel/sub-consultants
Form No.10	Non-Disclosure Agreement
Form No.11	Certificate of Declaration Confirming the Knowledge Of Site Conditions
Form No.12	Not Applicable
Form No.13	Not Applicable
Form No. 14	Proforma for Time Extension
Form No. 15	Not Applicable
Form No. 16	Proforma of 7 day's Notice for works as a Whole/In Parts
Form No. 17	Proforma of 48 Hours Notice for Whole Work

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Form No. 17A	Proforma of 48 Hour's Notice for Part of the Work
Form No. 18	Proforma of Termination Notice
Form No. 18A	Proforma of Termination Notice for Part of Work
Form No. 19	Pre-Contract Integrity Pact
Form No. 20	Final Supplementary Agreement
Form No. 21	Format of Bank Guarantee for Security Deposit
Form No. 22	Format for Power of Attorney for Authorized representative
Form No. 23	No deviation Certificate
Form No.24	Not Applicable
Form No. 25	Agreement Towards Waiver Under Section 12(5) and Section 31A (5) of Arbitration and conciliation Amendment Act
Form No.26	Certification by Arbitrator appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract
Form No.27	Proforma of 14-day notice for offloading of part of contract
Form No.28	Notice for Part of Contract Work offloaded.

OFFER LETTER

Tender No: CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL DESIGN
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Name of Work: Complete Design, Drawing & Development of a Residential Complex (With Griha
5 Star Green Building Rating) to be Constructed in Phase-II of the Project
“DFCCIL Integrated Office Cum Residential Complex At Sec-145, Noida.

To,
The Chief General Manager/Noida,
DFCCIL

We, the undersigned, declare that:

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work/services for _____ DFCCIL, at the rates quoted in the attached Schedule and hereby bind myself/ourselves to complete the work/services in all respects within _____ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work/services according to the Special Conditions of Contract and Specifications of materials and works/services as laid down by DFCCIL in the annexed Special Conditions/Specifications.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work/services within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/services.

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

FORM No. 1B

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY
TENDERER ALONGWITH THE TENDER DOCUMENTS**

*(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 No: CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL DESIGN
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Name of Work: Complete Design, Drawing & Development of a Residential Complex (With GRIHA
5 Star Green Building Rating) to be Constructed in Phase-II of the Project
“DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.

I..... (Name and designation)** appointed as the
attorney/authorized signatory of the tenderer,

M/s _____ (hereinafter called the tenderer) for the purpose
of the Tender documents for the work/services of
_____ as per the tender
No. _____ of _____ (DFCCIL/Railway)***, do hereby solemnly affirm and
state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. 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. evaluation of tenders, execution of work/services or final payment of the contract, the master copy available with the DFCCIL/Railway Administration shall be final and binding upon me/us.
4. 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.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**

6. **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 of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways/DFCCIL or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the **certificate** submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the **certificate** submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

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.

**(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/
Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)**

*(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)*

I/We.....(Name), attorney/authorized signatory of the -----
(constituent firm/constituent partner) and member/partner of the (tendering
firm) hereby solemnly affirm and state as under:

1. I/we certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we are not from such a country or, if from such a country, have been registered with the Competent Authority. I/we hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

**SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

Place:

Dated:

Form No. 1D

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:

Bank Guarantee Bond No.:

Date: -----

In consideration of the President of India acting through Dy. Chief Project Manager (hereinafter called "DFCCIL") having invited the bid for **Design, Manufacturing, Supply, Installation and Commissioning of Facade Access/cleaning system for New Corporate Office building** situated at Sec-145, Noida through Notice inviting tender (NIT) No. CGM/DFCCIL/NOIDA UNIT/DESIGN, MANUFACTURING, SUPPLY, INSTALLATION AND COMMISSIONING OF FACADE ACCESS/CLEANING SYSTEM FOR NEW CORPORATE OFFICE BUILDING/NOIDA/2023-24/04, We have been informed that *[Insert name of the Bidder]*..... (hereinafter called "**the Bidder**") intends to submit its bid (hereinafter called "the Bid").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of *[Insert required Value of Bid Security]*, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,*[Insert Name of the Bank]*, with its Branch*[Insert Address]* having its Headquarters office at..... *[Insert Address]*, hereinafter called the **Bank**, acting through*[Insert Name and Designation of the authorised persons of the Bank]*, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of *[Insert required Value of Bid Security]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway/DFCCIL on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL DESIGN
CONSULTANCY & PMC SERVICES/DFC COMPLEX/2024/04

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway/DFCCIL without any reference to the Bidder and without the Railway/DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway/DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway/DFCCIL at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]*till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway/DFCCIL herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway/DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	UBIN0578002
IFSC TYPE	BRANCH
BANK NAME	UNION BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	GAUTAMBUDDHA NAGAR
ADDRESS	SECTOR-143, NOIDA BRANCH, GAUTAMBUDDHA NAGAR-201309
DISTRICT	GAUTAMBUDDHA NAGAR
STATE	UTTAR PRADESH
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway/DFCCIL. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway/DFCCIL.

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code]

No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

TENDERER'S CREDENTIALS

S. No	Description
1	For Technical experience /competence, provide details of similar completed work(s) during the last Seven (07) years, ending last day of month previous to the one in which tender is invited in the proforma given in “Form-2A/2AA” . The bidder shall attach Certified work completion certificates issued by the client in this regard.
2	For Financial capacity and organizational resources, provide details of contractual payments received in the last three financial years and the current financial year upto the date of inviting of tender as per audited balance sheet duly certified by Chartered Accountant/UDIN Certificate from Chartered Accountant duly supported by Audited Balance Sheet/Form 16A/26AS etc. in the proforma given in “Form-2B” . The bidder shall attach necessary documents in support of the above duly certified by Chartered Accountant.
3	For Bid capacity – Not Applicable.
4	Tenderers should fill the general information about their firm including constitution of the firm in “Form-2D” . Attach certified copies of legal and other documents in support thereof.

TECHNICAL ELIGIBILITY CRITERIA DETAILS

**Details of the similar works completed for Govt./Semi-Govt./PSU/Private Ltd Co (as per
Para 1.3.30.1 of Preamble and General Instructions to Tenderers)**

LOA/ Contract Agreement No. and date Similar Contract No.	
Description of Work Contract Identification	
Contract Amount as per LOA	
Final Executed Amount as per Completion Certificate.	
Date of completion as per LOA	
Actual Date of Completion Completion date	
Whether the work was executed by Firm as single entity or as a Joint Venture or as a consortium.	
Percentage share of firm, if the work was executed as Joint Venture/Consortium	
Client Details: Name of Firm and Contact Person: Address: Mobile, Telephone, fax number: E-mail:	

- Note:**
1. If the tenderer has completed more than one work, the form shall be numbered as Form - 2A (i), Form 2A (ii) and Form 2A (iii) and so on.
 2. The bidder shall attach Certified Work Completion Certificate for the works issued by the client with Form 2A above.
 3. Copy of Work Experience/Completion Certificate, LOA, work order, bill of quantities etc. and copy of final/last bill paid by client shall be enclosed to verify the information given in above Form.
 4. In case of JV, the bidder shall attach Certified completion certificates for each member of JV issued by the client.

**Signature of the
Tenderer with Seal**

FINANCIAL ELIGIBILITY CRITERIA DETAILS

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor’s reports _____

Sign and Seal of the Chartered Accountant/Auditors

ICAI Registration No.

UDIN No. of the certificate issued as above.

BID CAPACITY – NOT APPLICABLE

APPLICANT'S PARTY INFORMATION FORM

S. No.	Item	Detail
1	Name of firm.	
2	Constitution of firm (Company/Partnership Firm/Proprietorship firm/LLP/HUF/JV etc.)	
3	Name of Authorized Representative of the firm submitting the tender:	
4	Year of Establishment of the firm.	
5	Registered Address: -	
6	Telephone Number & Mobile of the Authorized representative of the firm	
7	E-mail address of the authorized representative	
8	Telefax Number	
9	PAN No:	
10	Goods & Service Tax Registration No:	
11	PF / EPF Registration No:	
12	ESI Registration No.	

Note: 1. Attach supporting documents as mentioned in para 1.3.16 of Part-I, Chapter-III of Tender Document for Item no. 2.

1. Attach latest valid documentary evidence for Item no. 9 to 12.

Tenderer with Seal

Signature of the

Not Applicable

**SAMPLE
A G R E E M E N T
CONTRACT AGREEMENT**

(To be executed on non-judicial stamp paper of appropriate value)

THIS AGREEMENT (“*Agreement*”) is made at Noida on the ___ day of _____ BETWEEN

Dedicated Freight Corridor Corporation of India Limited (a Govt. of India Enterprise under Ministry of Railways) and a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 5th Floor, Supreme Court Metro Station Complex, New Delhi, India – 110001, represented through its Chief General Manager (*hereinafter referred to as “DFCCIL” which expression shall, unless repugnant to the context, be deemed to include its successors and assigns and called ‘the Employer’*) as one part and _____ a company / corporation / incorporated under the laws of -----having its principal place of business at ----- (*hereinafter called “the Consultant”*) as other part.

WHEREAS the Consultant has agreed with the DFCCIL for performance of the Consultancy Services _____ set forth in the Schedule hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions of contract, if any AND WHEREAS the performance of the said services is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the DFCCIL, the Consultant will duly perform the said services in the said Schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway/DFCCIL and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the ___ day of _____ 20__ and will maintain the said services for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the DFCCIL, both hereby agree that if the Consultant shall duly perform the said services in the manner aforesaid and observe and keep the said terms and conditions, the DFCCIL will pay or cause to be paid to the Consultant for the said services on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

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

By the said

CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL DESIGN
CONSULTANCY & PMC SERVICES/DFC COMPLEX/2024/04

_____Name

on behalf of the Contractor in the
of:

Witness _____
Name _____
Address _____

_____Name

on behalf of the Employer in the presence
presence of:

Witness _____
Name _____
Address _____

Enclosures: -

1. Annexure 'A' - Tender Papers No.

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

along with Summary of Prices

3. Other enclosures -

Format of Bank Guarantee for Performance Security

(To be executed on non-judicial stamp paper of appropriate value)

Bank Guarantee no..... Dated.....

To,
Chief Project Manager,
Dedicated Freight Corridor Corporation of India Ltd/Noida Unit
Sector-145, Noida-201306, U.P

Reference: - Contract No....., awarded on

This deed of Guarantee made this day of _____ between _____ (*name of Bank*) having registered office at _____ and branch office at _____ (*hereinafter referred to as "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 construction of (*hereinafter called "the Contract"*) to M/s..... its registered office at (*hereinafter called "the Contractor"*).

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs..... (*Rs. In Words*) only.

Now, we the undersigned (*Name of Bank officials*), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (*Rs. In Words*) as stated above.

After the Consultant has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said Consultant of any of the terms or conditions contained in the said agreement or by reason of the Consultant failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (*Rs. in Words*) only.

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

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

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 Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by (*Designation & Address of Contract signing authority*) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee.

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

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

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

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

The expressions “the Employer”, “the Bank” and “the Consultant” hereinbefore used shall include their respective successors and assigns.

We..... (*Name of the bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.....(*Rs. in words*).
- ii) This Bank Guarantee shall be valid up to, unless extended on demand by

Employer.

iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

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

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designation:

Address:

STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS

(To be executed on non-judicial stamp paper of appropriate value)

We, M/s _____ hereby undertake that we hold at our office at _____
_____ for and on behalf of the Managing Director/ DFCCIL acting in the premises
through the Chief General Manager / DFCCIL/Noida or his successor (hereinafter referred to
as “The Employer”) all work/services 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 Tender
_____ dated _____ and material handed over to us by the employer for the purpose of
execution of the said contract, until such time the services are duly handed over to him.

We shall be entirely responsible for the safe custody and protection of the said work/services against all
risk till they are duly delivered 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 work/services while in
our possession. The said work/services shall at all times be open to inspection by any officer authorized
by the Chief General Manager /DFCCIL/Noida 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 work/services occur or surplus material disposed off and
refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion (*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 ___ of ___

for and on behalf of

M/s _____ (Contractor)

Signature of witness

Name of witness in Block letter.

Address.

INDEMNITY BOND

(To be executed on non-judicial stamp paper of appropriate value)

This deed of Indemnity Bond is made at NOIDA, on this day of , we, through its Authorized Signatory (hereinafter called ‘Contractor) AND M/s DFCCIL, Sector-145, Noida, District Gautam Budh Nagar, U.P., (Hereinafter called ‘Client’).

We, indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways/DFCCIL by reason of any act or omission of------(Consultant), his agents or employees, in the execution of the works/services or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

IN WITNESS WHEREOF the Consultant has executed this Bond of Indemnity at Noida, on this..... of

For and Behalf of
Signature of Witness-1
Name of Witness-1
(in Block Letter)
Address-1

Authorized Signatory

for and Behalf of
Signature of Witness-1
Name of Witness-1
(in Block Letter)
Address-1

Authorized Signatory

ECS / NEFT / RTGS

MANDATE FORM

Date: -

To,
Chief General Manager/Noida
DFCCIL, New Delhi.
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 (<i>S. B. / Current / Cash credit</i>)	
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.

Details of Key technical personnel/sub-consultants

S. No.	Specialization field	Name/firm	Qualification	Experience in similar kind of work (in years)	Remark, if any
	Architectural & Design Consultancy				
1	Lead Architect				
2	Lead Structural designer/Consultant				
3	Quantity surveyor/Estimates Consultant				
4	Fire & Plumbing Consultant				
5	Electrical Consultant				
6	Air conditioning Consultant				
7	Landscaping/Horticulture Consultant				
8	Green Building Facilitation Consultant				
9	Other Consultant (if any)				

Date:

(Seal and Signature of Tenderer)

NON-DISCLOSURE AGREEMENT

Memorandum of Undertaking

DISCLOSURE

M/s _____ if providing Architectural Design and Project Management Consultancy Services to DFCCIL, hereby undertake to comply with the following in line with the information security policy of DFCCIL.

- To maintain confidentiality of documents & information used during the execution of the contract.
- The documents & information shall not be revealed to or shared with third party in a manner which is detrimental to the business interest of DFCCIL.

Date:

(Seal and Signature of Tenderer)

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We _____ hereby declare and confirm that we have visited the project site under the subject namely, _____ and acquired full knowledge and information about the site conditions, topography of the area, existing roads and access to the site, climate conditions, law & order, by-laws, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

I have quoted my rates in financial bid taking into account all the factors not limited to but given above.

Date:

(Seal and Signature of Tenderer)

NOT APPLICABLE

NOT APPLICABLE

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

Sub: (i) _____ (name of work/services).

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

Ref: _____ (Quote specific application of Contractor for
extension to the date received) _____

Dear Sir,

1. The stipulated date for completion of the work/services mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work/services will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work/services, if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work/services after the expiry of _____ (give here the stipulated date for completion with/without any penalty fixed earlier) will be recovered from you as mentioned in Clause, 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work/services accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work/services by _____ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully
For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

CERTIFICATE OF FITNESS

Not Applicable

PROFORMA OF 7 DAYS NOTICE FOR WORKS/SERVICES AS A WHOLE/IN PARTS

(DETAILS OF PART OF WORK/SERVICES TO BE MENTIONED)

DFCCIL
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/services.
2. Your attention is invited to this office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the work/services to show adequate progress of work/services you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence work/services to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work/services without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK/SERVICES
_____ DFCCIL

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work/services.
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works/services to make good the progress of works/services, failing which and on expiry of this period your above contract will stand rescinded and the work/services under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

and on behalf of the Employer
Name of the Official: -
Stamp/Seal of the Employer

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK/SERVICES

(DETAILS OF PART OF WORK/SERVICES TO BE MENTIONED)

DFCCIL
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated; but you have taken no action to commence the work/services show adequate progress of the part of work/services (details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works/services to make good the progress of works/services, failing which and on expiry of this period your above part of work/services (Details of part to be mentioned) in contract will be rescinded and the work/services will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work/services being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to _____

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the Employer
Name of the Official: -
Stamp/Seal of the Employer

PROFORMA OF TERMINATION NOTICE

DFCCIL
(Without Prejudice)

No. _____ Dated _____

To
M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty-eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/services show adequate progress of the work/services.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the balance work/services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the tender for executing the balance work/services and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official: -
Stamp/Seal of the Employer

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK/SERVICES
(DETAILS OF PART OF WORK/SERVICES TO BE MENTIONED)**

DFCCIL
(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty-eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/services show adequate progress of the part of work/services (details of part to be mentioned).
2. Your above part of work/services in contract (details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the tender for executing the balance work/services.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work/services being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the Employer
Name of the Official: -
Stamp/Seal of the Employer

PRE-CONTRACT INTIGRITY PACT

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

GENERAL:

This pre-bid contract Agreement (*hereinafter called the Integrity Pact*) is made on _____ day of the month of _____ 2020, 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 (*herein after 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 on behalf of the President of India.

NOW, THEREFORE,

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 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].

- 1.1 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.
 - 1.2 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.
- 2.0** In case any such preceding misconduct on the part of such officials(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.

3.0 Commitments of BIDDERS:

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

- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, 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 disfavour to any person in relation to the [B] or any other [B] with the Government.
- 3.3* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether

Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or 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.
- 3.14 The person signing IP shall not approach the courts while representing the matter to IEMs and he/she will await their decision in the manner.

4.0 Previous Transaction:

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any

country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

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

5.0 Securities/Gurantees:

5.1 The Bid Security (also called Earnest Money), Security Deposit (also called Retention Money) and Performance Guarantee (also called PBG) shall be as per the provisions of Bid Document:

6.0 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 BIDDER(s) 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 the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.
- (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be

further extended at the discretion of the CLIENT.

- (viii) To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In 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 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 stature 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.

7.0 Fall Clause:

7.1 The [A] undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that vary price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8.0 Independent Monitors:

8.1 The CLIENT has appointed independent Monitors (*hereinafter referred to as Monitors*) for this Pact in Consultant with the Central Vigilance Commission (**The details of Independent External Monitors (IEMs) in DFCCIL is provided herewith**).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the

documents relating to the project/procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction:

- i. This pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the DFCCIL.

11.0 Other Legal Actions:

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

12.0 Validity:

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

12.3 The parties hereby sign this Integrity Pact at _____ on _____.

CLIENT:

BIDDER:

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./Ministry/PSU

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

Note:

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

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

Independent External Monitors of DFCCIL

1. Shri. V. Kannan, Ex- CMD, Vijaya Bank,
Address: TA-1, Krishna Regency, Third
Floor , Tata Silk Farm, K R Road
Basavanagudi, Bangalore-4
Mobile No. 08105305555
(email: Kannan.venkata@gmail.com)
2. Ms. Rashmi Verma, IAS
(Retd.) Address D-87
Ground Floor,
Panchsheel Enclave,
New Delhi-110017
Mobile No. 9810735544
(email: verma.rashmi@rediffmail.com)

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between DFCCIL, acting through the _____ DFCCIL Administration having his office at _____ herein after called the DFCCIL of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works/services would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work/services to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ _____ through the Final Bill bearing voucher No _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works/services done under the aforesaid principal agreement excluding the security deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And whereas the party hereto of the second part have received sum of ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the

party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on -----and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the security deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works/services done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the DFCCIL
Witnesses

ADDRESS: _____

Format of Bank Guarantee for Security Deposit

(To be executed on non-judicial stamp paper of appropriate value)

Bank Guarantee no..... Dated.....

To,
Chief Project Manager,
Dedicated Freight Corridor Corporation of India Ltd/Noida Unit
Sector-145, Noida-201306, U.P

Reference:-Contract No....., awarded on

This deed of Guarantee made this day of _____ between _____(name of Bank) having registered office at _____ and branch office at _____ (hereinafter referred to as "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 construction of(hereinafter called "the Contract") to M/s.....its registered office at(hereinafter called "the Contractor").

Whereas the Consultant is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs..... (Rs. In Words) only.

Now, we the undersigned (Name of Bank officials), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (Rs. In Words) as stated above.

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

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

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

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 Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by (*Designation & Address of Contract signing authority*) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee.

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

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

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

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

The expressions “the Employer”, “the Bank” and “the Consultant” hereinbefore used shall include their respective successors and assigns.

We..... (*Name of the bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.....(*Rs. in words*).

CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL DESIGN
CONSULTANCY & PMC SERVICES/DFC COMPLEX/2024/04

- ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

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

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designation:

Address:

Form No. 22

Format for Power of Attorney for Authorized representative

(To be executed on non-judicial stamp paper of appropriate value)

Know all men by these presents, We, *[name of organization and address of the registered office]* do hereby constitute, nominate, appoint and authorize Mr/Ms *[name]*, son /daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/retained by us and holding the position of *[designation]* as our true and lawful attorney (*herein after referred to as the "Authorized Representative"*), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for *[name of assignment]*, to be developed by Dedicated Freight Corridor Corporation of India Ltd. (*the "Authority"*) including but not limited to signing and submission of all applications/bids, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, *[name of organization]*, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in 'yyyy' format]*.

For *[name and registered address of organization]* *[Signature]*

[Name]

[Designation]

Witnesses:

1. *[Signature, name and address of witness]*
2. *[Signature, name and address of witness]*

Accepted

[Signature]

[Name]

[Designation] [Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of DFCCIL inviting the Tender)

Dear Sir,

Sub: No Deviation Certificate.

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by DFCCIL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact etc.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

NOT APPLICABLE

**Agreement towards Waiver under Section 12(5) and Section 31A (5)
of Arbitration and Conciliation (Amendment) Act**

**Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration
and Conciliation (Amendment) Act**

I/we..... (Name of agency/Consultant) with reference to agreement no.....
raise disputes as to the construction and operation of this contract, or the respective rights and
liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise
disputes as to the construction and operation of this contract, or the respective rights and
liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and
Conciliation (Amendment) Act.

Signature of Claimant_____ Signature of Respondent

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off
the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation
(Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per
Clause 64(6) of the Standard General Conditions of Contract.

Signature of Claimant_____ Signature of Respondent_____

*Strike out whichever not applicable.

**Certification by Arbitrators appointed under Clause 63 & 64
of Indian Railways General Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways/DFCCIL w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

Form No.27

(Reference Clause 40(A))
Registered Acknowledgement Due

**PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT
WORK/SERVICES _____ DFCCIL**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to show adequate progress of work/services so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work/services are yet to be started/ still lagging behind the agreed program of work/services, listed as under:

(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work/services to show adequate progress of work/services, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. (the details of resource requirement, to be mentioned) and commence / to make good the progress for part(s) of work/services detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work/services mentioned above to any of the existing or new consultant without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

Form-28
(Reference Clause 40(A))
Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK/SERVICES OFFLOADED _____
DFCCIL

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/services show adequate progress of the part(s) of work/services, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/services show adequate progress of the part(s) of work/services even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work/services under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no..... dated, wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of work/services at your risk & cost. The details of part(s) of the work/services under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work/services alongwith approximate cost thereof to be mentioned)

2. The final measurement of work/services already executed for above part(s) of work/services recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work/services offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work/services through mode(s) mentioned in para (1) above is determined as Rs. _____, over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work/services in the contract subsequent to offloading of above part(s) of work/services.

Kindly acknowledge receipt.

Yours faithfully

******END of Tender Document******