

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

(A Government of India Enterprises under Ministry of Railways)

E-Tender Document

For

Name of Work :- Engaging of specialized third party Inspection Agency like RITES, WRI, CEIL or any other expert public sector undertaking (PSU) for the Inspection, Supervision & Quality control related works of Material Testing, Fabrication of bow string steel girder, Painting & Assembly of Steel Superstructure for construction of Road Over Bridges between Sachin to Vaitarna section of Mumbai Division of Western Railway.

Tender No. :- MUM/N/EN/ROB/BSG-Inspection

(Participation through e-Tender Only)

Visit: www.ireps.gov.in/ its link at www.dfccil.com

(Help Desk of IREPS : 011-23761525)

March 2022

Employer:

**CHIEF GENERAL MANAGER / NORTH / MUMBAI DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

**Under
MINISTRY OF RAILWAYS**

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Chapter I of Part I

(i) NOTICE INVITING TENDER (NIT) (Online)

1.0 Chief General Manager /North / Mumbai for and on behalf of DFCCIL invites Tender on pre-scribed forms for the execution of the following work:

1.1	Tender No.	MUM/N/EN/ROB/BSG/Inspection
1.2	Name of Work	Engaging of specialized third party Inspection Agency like RITES, WRI, CEIL or any other expert public sector undertaking for the Inspection, Supervision & Quality control related works of Material Testing, Fabrication of bow string steel girder, Painting & Assembly of Steel Superstructure for construction of Road Over Bridges between Sachin to Vaitarna section of Mumbai Division of Western Rail-way.
1.3	Type of Tender	Open Tender (Single stage one packet)
1.4	Duration of Contract	18 months
1.5	Estimated Cost of Work	Rs. 40,00,500/- (NIT Cost Excluding GST)
1.6	Cost of Tender Document (Non- Refundable)	Rs. 3,000/- Plus GST @ 18% = Rs 3,540/- to be paid online through payment gateway provided at www.ireps.gov.in
1.7	Earnest Money Deposit (earnest) (Tender Security)	Rs. 80,100/- (Paid through Demand Draft/ banker's Cheque, FDR payable in favour of "Dedicated freight Corridor corporation of India Limited, Mumbai")
1.8	Uploading of NIT and Tender Document	23.03.2022 at 15.00 hrs. on www.ireps.gov.in
1.9	Last Date and Time of Sub mission of Tender (Online)	25.04.2022 up to 15.00 hrs. on www.ireps.gov.in
1.10	Date and Time of Opening of Tender (Online)	25.04.2022 at 15.30 hrs. on www.ireps.gov.in
1.11	Tender Validity	120 days from the Date of Opening of Tender.
1.12	Address for Communication	Chief General Manager (North) Mumbai, DFCCIL, 7th Floor, New Administrative Building, Central Railway, D N Road, Mumbai – 400001
1.13	Help Desk for E- Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature contact at Help desk of www.ireps.gov.in and phone No. 011-23761525

1.14	Availability of Tender Documents	<p>The Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in</p> <p>DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least Fifteen days in advance of date of opening of tender and placed on the www.ireps.gov.in only.</p>
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2.0 General

- 2.1** No request for extension of the Tender Due Date shall be considered.
- 2.2** The Offer shall be valid for 120 Days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration.
- 2.4** Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E-Tendering website www.ireps.gov.in. Tenderer are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/ date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

(i) Format for Covering Letter of Tender.

(On Letter Head of Firm/Company)

Chief General Manager /North,
DFCCIL, 7th Floor, New Administrative Building,
D. N. Road, Mumbai 400 001

Sub: Engaging of specialized third party Inspection Agency like RITES, WRI, CEIL or any other expert public sector undertaking for the Inspection, Supervision & Quality control related works of Material Testing, Fabrication of bow string steel girder, Painting & Assembly of Steel Super-structure for construction of Road Over Bridges between Sachin to Vaitarna section of Mumbai Division of Western Rail-way.

Ref: Tender No. MUM/N/EN/ROB/BSG/Inspection.

1. I /We..... have read the various terms and conditions of tender attached hereto and hereby agree to adhere by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and if I/We default thereof, I/We will be liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration. I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as laid down by the DFCCIL Administration for the execution of present contract.
2. Bid Security Declaration in lieu of Earnest Money Deposit is submitted along with offer. I/We will be liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies if:
- a. I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - b. I/We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 3% of contract value) as per the Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
 - c. I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
 - d. I/We withdraw the offer during the period of validity/extended validity; or
 - e. When any of the information furnished by the tenderer not found true.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the Letter of Acceptance or my/our accepted offer for the work.

(Signature of Bidder)

(Name and Address of the Bidder)

(Signature of witness)

(Name and Address of the Witness)

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/No
1.	The Covering Letter as per format given in the Section 2.	
2.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
3.	Certified Copy of GST No, PAN Card & Aadhar Card.	
4.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Firm/Agency.	
5.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure- III	
6.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	

Important Notes:

Documents No. 1 to 6, should be scanned and uploaded along with offer as attachment at website www.ireps.gov.in.

Chapter II of Part I

INSTRUCTIONS TO BIDDERS

1.0 The salient features of the contract are as follows:

i.	Tender No.	MUM/N/EN/ROB/BSG/Inspection
ii.	Name of work	Engaging of specialized third party Inspection Agency like RITES, WRI, CEIL or any other expert public sector undertaking for the Inspection, Supervision & Quality control related works of Material Testing, Fabrication of bow string steel girder, Painting & Assembly of Steel Superstructure for construction of Road Over Bridges between Sachin to Vaitarna section of Mumbai Division of Western Rail-way.
iii.	Duration of contract	18 months from the Date as Specified in the Letter of Acceptance and further Extendable at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.
iv.	Contract value	Rs. 40,00,500/- (NIT Cost Excluding GST)
v.	Earnest money	Rs. 80,100/- (Paid through Demand Draft/ banker's Cheque, FDR payable in favour of "Dedicated freight Corridor corporation of India Limited, Mumbai")
vi.	Performance Security	3% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).
vii.	Security deposit/ Retention Money	Overall Security Deposit is 5% of Contract Value. Security Deposit shall be deducted @ 10% from each of the running bills till realization of the full amount.

2.0 SUBMISSION OF E-TENDER: -

2.1 Tender Document Obtaining Process

2.1.1 It is mandatory for all Tenderers to have Class-III Digital Signature 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.

2.1.2 To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the IREPS (www.ireps.gov.in) and to have User ID and Password.

2.1.3 www.ireps.gov.in is the only website for submission of tender. 'Vender Manual'

containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in.

2.2 Submission of Offer

2.2.1 Tender shall be submitted through Online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.

2.2.2 The detailed instructions of e-tendering can be read through website www.ireps.gov.in

2.2.3 The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in

2.2.4 The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.

2.2.5 The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in.

2.2.6 The **bid** shall be accepted through **Online mode only**.

2.2.7 Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.

3.0 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. Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least ten days before the due date of submission of the tender.

4.0 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.

5.0 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.

- 6.0** After award of contract to 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.
- 7.0** For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- (i) Financial Bid.
 - (ii) Notice Inviting Tender.
 - (iii) Instructions to Bidders.
 - (iv) Scope of Work.
 - (v) Special Conditions of Contract.
 - (vi) 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.

- 8.0** 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.
- 9.0** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 10.0** 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.
- 11.0** 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. Tenderers shall be liable for banning from submission of bids in any

works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS. The decision of the DFCCIL in this regard shall be final and binding.

- 12.0** The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the Contractor.

13.0 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.

14.0 Opening and Evaluation of Bids:

- (i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section -I (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.

Address: Online Opening of Tender

Chief General Manager (North) Mumbai, DFCCIL, 7th Floor, New Administrative Building, Central Railway, D N Road, Mumbai – 400001

- (iii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non- Responsive.
- (iv) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 25.04.2022

15.0 Deadline for Submission of Tender:

Tenderer must 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 & Time (15:00 Hrs. of 25.04.2022).

16.0 Contractor may visit the site on any working day to assess the Scope of Work before submitting their offer.

17.0 Cost of Tender Document:

The Tenderer shall deposit cost of tender as prescribed in section-I, online through payment gateway of www.ireps.gov.in

18.0 Earnest Money Deposit/Bid Security Declaration (Tender Security):

- (i) Tenderer must submit the Bid Security Declaration in prescribed format along with their offer.
- (ii) Tenders received without Bid Security Declaration in the manner given in the format shall be summarily rejected.
- (iii) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right to banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies in case of Successful Tenderer if:
 - a) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or
 - b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 3 % of contract value) as per Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
 - c) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
 - d) Withdraws the offer during the period of validity/extended validity.
 - e) When any of the information furnished by the tenderer not found true.

PART- I

Chapter- III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) General

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

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

(ii) Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839 Km long from Dankuni to Ludhiana via Dankuni– Asansole– Dhanbad– Gaya– Sonnagar - Mughalsarai- Allahabad- Kanpur- Tundla- Aligarh- Khurja- Bulandshahr–Meerut– Saharanpur– Ambala- Ludhiana.

Western DFC Route will be approximately 1520 Km long from Dadri to JNPT via Rewari – Iqbalgarh - Vadodara-JNPT.

Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards/cities are congested.

Level Crossings (LC's) are generally unsafe locations and also a congestion points for road/rail's users. These LC's are operational bottlenecks for Railways / DFCCIL in terms of loss in punctuality and reduction in line capacity. Construction of ROB(s)/ RUB(s) is financially and operationally beneficial apart from the fact that it improves the safety of Rail/ Road users.³

Road over bridges (ROB) are being constructed on the level crossings falling on Western Corridor of DFCCIL. These ROB's shall span over the existing railway lines, the proposed DFCC lines and on approaches. The ROB's shall be constructed in Railway and DFCCIL portion with composite girders/ *Bow string girders/ Through girders* based on Railway GADs and design, and on approach portion, RE wall, RCC girders/ PSC girders etc. based on State Government GADs and detail.

Designs, and suitably designed RCC abutments, piers and foundations including staircases and other allied components. Depth of type of foundation shall be decided/ designed based on detailed geotechnical investigation at ROB's sites. Before execution or during execution, if there is a modification/correction in approved GADs of Railways/State Government, the Agency has to execute the work

as per modified/corrected GADs, for which Contractor shall not be entitled to any extra payment or claims.

(iii) Scope of Work

On behalf of President of India, CHIEF GENERAL MANAGER (North) Mumbai herein after referred to as 'DFCCIL' is inviting sealed tenders from Firms/ Companies having requisite experience and financial capacity for execution of the following work:

Name of work:- Engaging of specialized third party Inspection Agency like RITES, WRI, CEIL or any other expert public sector undertaking for the Inspection, Supervision & Quality control related works of Material Testing, Fabrication of bow string steel girder, Painting & Assembly of Steel Superstructure for construction of Road Over Bridges between Sachin to Vaitarna section of Mumbai Division of Western Rail-way.

SN	Division	WORK	LC No	Between Stations	Type of Superstructure
1	MMCT WR	ROB	46A	Kelve Road-Palghar	BOW Sting
2	MMCT WR	ROB	74	Sanjan-Bhilad	BOW Sting
3	MMCT WR	ROB	81	Vapi-Udvada	BOW Sting
4	MMCT WR	ROB	87	Vapi-Valsad	BOW Sting
5	MMCT WR	ROB	90	Pardi-Atul	BOW Sting
6	MMCT WR	ROB	Vapi ROB	Vapi-Valsad	Open Web Girder
7	MMCT WR	ROB	107	Joravasan - Bilimora	BOW Sting
8	MMCT WR	ROB	111	Bilimora - Amalsad	BOW Sting

(VI) Scope of work is as per the requirements given in the bid document but not limited to:

- Scrutiny of the QAP and WPSS prepared by the fabrication agency of ROB Contractor.
- Inspection & testing of raw material & consumables for fabrication of steel girder.
- Inspection of fabricators workshop and at site as per approved QAP & WPSS.
- Preparation of inspection reports and scrutiny of records maintained by fabricator in approved formats for workshop & site fabrication.
- Inspection of bearings at manufacturers workshop.
- Assisting DFCCIL/Railway in maintaining/enhancing the quality control as per the RDSO specifications and guidelines.

(V) Cost of the work: The estimated cost of the tendered work is approximately Rs. 40,00,500/- (NIT Value excluding GST Amount)

(VI) Location

ROB Works are to be executed in the jurisdiction of CGM (North) Mumbai in Mumbai/Vadodara Division of Western Railway. However, fabricators workshop may be at different locations mostly located in Gujarat and Maharashtra. However, DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 1.3.1(iii) above in the jurisdiction of CGM/NORTH/MUMBAI/DFCCIL and the contractor shall be bound to execute the work without any extra cost.

A) Tender Bid

All bidders must note that this being E-tender, bids received only through E tendering portal shall be considered as an offer. Any bid received in paper form will not be opened and shall be summarily rejected.

The Tender Bid shall be submitted online **through uploading on e-tender web site**

Address:- www.ireps.gov.in as under:-

1.3.2(B) Deleted

1.3.2 Tender Document

This tender document consists of following five parts:

PART/ CHAPTERS	DESCRIPTION
PART – I	
Chapter I	Notice Inviting Tender (On line)
Chapter II	Instructions to Tenderers
Chapter III	Preamble and General Instructions to Tenderers
Chapter IV	General Conditions of Contract
Chapter V	Pre-Contract Integrity Pact
PART – II	Technical Specifications
Chapter I	Special Conditions and Specifications for Inspection of Fabrication of Girders
Chapter II	CODES & SPECIFICATIONS TO BE FOLLOWED
Chapter III	PRIORITY OF DOCUMENTS
PART – III	
Chapter I	Tender Forms (including Schedule of Prices)

1.3.3 Deleted

1.3.3.1 to 1.3.4.9 Deleted.

1.3.4.10 Pre-bid conference: There will be pre-bid conference at **11.00 hours on 04.04.2022 at the office of Chief General Manager/North, DFCCIL**, 7th floor, Central Railway New Administrative Building, D.N. Road, Mumbai-40001. **Bidders should give their queries in writing at least 3 days prior to Pre-bid conference.** All interested firms / contractors may attend the Pre-bid conference. DFCCIL response to queries as well as addenda to bidding document will be posted on the DFCCIL's website. Non-attendance at the pre-bid conference will not be a cause for disqualification of the bidder.

All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is:

Dedicated Freight Corridor Corporation of India Limited
Attention: Dy.CPM/Engg / ST

Telephone:8511132425, Facsimile number:-022-22634184

Electronic mail address: akdiwakar@dfcc.co.in

1.3.4.11 Conditional tenders are liable to be rejected. DFCCIL however reserves the right to reject such tenders summarily without assigning any reasons whatsoever. The Railway also reserves the right to reject any special conditions stipulated by the Tenderer as considered unacceptable to the Railway and can call upon the Tenderer to withdraw such conditions. If any deviations from the General conditions/ special conditions/ specifications are proposed by the tenderer, they should be mentioned statement of deviation in Annexure 'A' and not elsewhere in the tender documents.

1.3.4.12 If it is found at any stage of the finalization of the tender or during actual execution of the work that the information furnished in this tender, including clarifications, is incorrect, the tenders are likely to be rejected.

1.3.4.13 Sales Tax/Commercial Tax/Works Contract Tax:

Taxes prescribed by the Central government/State Government/Local bodies at the rate prescribed by them will be recovered from the bills from time to time.

1.3.4.14 The list of documents (Check list) to be attached along with the tender documents is as under: -

- Various Pro-forma attached with tender document.
- Covering Letter as per Format.
- Documents fulfilling the eligibility criteria as per Form No 2A and 2B
- List of personnel, organization available on hand and proposed to be engaged for the subject work.
- List of works completed in the last three financial years and current financial year giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award, date of schedule completion of work, date of actual commencement of work, actual date of completion and completion cost. Supportive documents/certificates from the organizations with whom they had worked should also be enclosed. Certificate from private individuals for whom such works were executed will not be accepted.
- List of works on hand indicating description of work, contract value, date of award, value of work executed & approximate value of balance work yet to be done. Supportive documents/certificates from the organizations with whom they are working should also be enclosed. Certificate from private individuals for whom such works are being executed will not be accepted.
- All above documents duly signed & completed in all and signing each and every page of the document.
- Pan Card, GSTN Registration.

1.3.4 Opening of Tender:

- (a) Tender will be opened online at **15.30 hrs. on 25.04.2022** , in CHIEF GENERAL MANAGER(North), Dedicated Freight Corridor Corporation of India Limited, 7th floor, Central Railway New Administrative Building, D.N. Road, Mumbai, India, in the presence of the tenderers or their representatives as may be present at the prescribed date and time.
- (b) After the opening of tender document of all the tenderers, these Bids shall be scrutinized and analyzed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose Bid are considered complete and meet eligibility criteria shall be shortlisted. The earnest money of non-qualifying tenderers will be returned back within a reasonable period of completion of results.

1.3.5 Constitution of the Firm: -

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

Only specialized third party Inspection Agency like RITES, WRI, CEIL or any other expert public sector undertaking shall participate in this tender. The tenderer(s) who is/ are constituents of the firm / Company, shall enclose self-attested copies of the constitution of their concern and Power of attorney along with their tender. Tender documents in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm / company as the case may be.

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

- (a) Companies registered under Companies Act-1956: The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company.

Tenders submitted by other than specialized third party Inspection Agency like RITES, WRI, CEIL, any other expert public sector undertaking, etc. shall be summarily rejected.

1.3.6 Validity of Tender: -

Tenderer shall keep his offer open for a minimum period of 120 days from the date of opening of the tender or as mentioned in the Tender Notice.

1.3.7 Deleted

1.3.8 Execution of Contract Agreement: -

The Tenderer whose tender is accepted shall be required to appear in person at the office of **CHIEF GENERAL MANAGER/North, DFCCIL, 7th floor, Central Railway New Administrative Building, D.N. Road, Mumbai-40001** or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 60 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies in case of Successful Tenderer.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such

tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to take action as per Contract Condition for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies in case of Successful Tenderer.

1.3.9 Security Deposit on Acceptance of Tender:

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

1.3.10 Tenderer's Address

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

1.3.11 Right of DFCCIL to Deal with Tenders

- (a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.
- (b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

1.3.12 (i) Eligibility Criteria

(A) Technical Eligibility Criteria:

Criteria	Compliance Requirement	Documents
Requirement	Single Entity	Submission Requirements
The tenderer must have satisfactorily completed at least one single work in last three previous financial years and the current financial year up to the date of submission of tender, of having completed similar nature of work having minimum value of 35% of the Advertised value.	Must meet requirement	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photostat of original certificates of client. All documents either original or photocopy should be attested by

Note : Similar nature work means any work involving “Inspection, Supervision & Quality control related works for Fabrication of bow string/Open Web Girder steel & Assembly of Steel Superstructure for Railways, Metros, NHAI Bridges”.		Notary.
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(B) Financial Eligibility Criteria

Criteria	Compliance Requirement	Documents
Requirement	Single Entity	Submission Requirements
<p>The contractual payments received by the tenderer in the previous three financial year and the current financial year up to the date of submission of tender shall be at least 150% of advertised value of tender.</p> <p>Note : Payments received from Inspection/consultancy contract shall only be added up for this requirement.</p>	Must meet Requirement	TDS certificates/ Audited balance sheets and or Photostat of TDS certificates/Audited Balance sheets clearly indicating the contractual amount received. All documents either original or photocopy should be attested by Notary.

1.3.13 (ii) Credentials of Tenderer

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

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

The following will be applicable for evaluating the eligibility:

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

However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original contract agreement value or last sanctioned contract agreement value which ever is lower, shall be considered for judging eligibility.

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

less than 150% of advertised tender value.

- (iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form No. 2B. The details shall be based on the form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photo copies of Form 16-A shall be duly attested by Notary Public with seal and Notarial Stamp there on or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp there on.
- (v) The tenderer shall be considered disqualified/in-eligible if:
 - (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Website (<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.
- (vi) For the purposes of conversion of foreign currency to Indian rupees (INR) Bank Currency (BC) selling exchange rates as published by State Bank of India on the date 28 days prior to date of submission of tender shall be used. For few of the currencies where BC selling rates are not published by SBI or reserve bank of India, the exchange rate may be obtained from website- <http://www.oanda.com/currency/historical-rates> or <http://www.xe.com>.
- (vii) For the purpose of evaluation of proposals, all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

1.3.14 Period of Completion

The entire work is required to be completed in all respects within 18 months (Eighteen months) from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

1.3.15 If the Tenderer/s deliberately gives any wrong information about credentials / documents in

his / their tenders and thereby create(s) circumstances for acceptance of his /their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. In such case the tenderers shall be banned from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies.

1.3.16 Quantum of work and materials:

The indicative schedule of quantities of various items of works is included in Form- 4 of the tender documents.

1.3.17 Employer not bound to accept any tender:

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

1.3.18 Schedule of Prices

The Schedule-1 of the tender document lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

1.3.19 Performance Guarantee: Refer relevant clause of GCC.

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

1.3.21 Negotiation:

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

"Ido declare that in the event of failure of

contemplated negotiations relating to Tender No..... dated

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

1.3.22 Site Inspection:

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

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

PART – I
CHAPTER-IV
GENERAL CONDITIONS OF CONTRACT
(GCC)

PART - I
CHAPTER IV
GENERAL CONDITIONS OF CONTRACT
DEFINITIONS AND INTERPRETATION

- 1.1 Definition:** - In these General conditions of Contract, the following terms shall have the meaning assigned here under except where the context otherwise requires: -
- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway / DFCCIL or of the Successor Railway/DFCCIL authorized to deal with any matter which these presents are concerned on his behalf.
 - (b) "General Manager of Railway" shall mean the officer - in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway;
 - (c) "Chief Engineer" shall mean the officer - in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer(Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall also include GGM/GM/CPM of DFCCIL.
 - (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by "Railway" and shall mean and include their successors of the successor Railway.
 - (e) "Engineer" and Employer's Engineer shall mean the Chief Project Manager of DFCCIL / PMC appointed by DFCCIL.
 - (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM / Dy. CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM / Dy. CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer's Representative of the PMC appointed by Railway/DFCCIL.
 - (g) "Contractor" shall mean the Company incorporated who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns. In consultancy Contract, the term 'Contractor' includes Company incorporated who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns who may also be referred as 'Consultant' in the tender document.
 - (h) "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway / DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.
 - (i) "Works" shall mean the works to be executed in accordance with the contract.
 - (j) "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.
 - (k) "Schedule of rates of Railway" shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also includes Rates specified in tender document.

- (l) "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 Engineer from time to time.
- (m) "Constructional Plan" 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 do not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the land 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 Railway/DFCCIL for the purpose of the Contract.
- (p) "Period of Maintenance" shall mean the Defect Liability Period (DLP) from the date of completion of the works as certified by the Engineer.

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

1.3 Headings & marginal headings: -The headings and marginal headings in these in 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

2.1 Execution Co-relation and intent of contract Documents: -The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. 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, equipments 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.

2.2 If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Railway/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

2.3 If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall not withstanding any things contained herein contrary

there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/GM/CPM/nominated by DFCCIL.

- 3.1 Law governing the contract:-**The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.2 Compliance to regulations and bye-laws:-**The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location 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 Engineer 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 Engineer in respect thereof. The contractor 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 hereof.
- 4. Communications to be in writing:-**All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
- 3. Service of Notices on Contractors:-**The contractor shall furnish to the Engineer 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 contractor if delivered to the contractor 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 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 Engineer.
- 4. Occupation and use of land:-**No land belonging to or in the possession of the Railway /DFCCIL shall be occupied by the Contractor without the permission of the Railway / DFCCIL. The Contractor 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 railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
- 5. Assignment or subletting of contract:-**The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested there in any manner whatsoever without the special permission in writing of the DFCCIL. Any breach of this condition shall entitle the DFCCIL to rescind the contract under clause 62 of these conditions and also render the contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual

relationship between the sub-contractor and the DFCCIL and shall not relieve the contractor of any responsibility under the contract.

6. Assistance by the DFCCIL for the Stores to be obtained by the Contractor:- Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to endeavor to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.
7. **Deleted**
8. **Deleted.**
9. Deleted
10. **Representation on Works:-**The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.
11. **Relics and Treasures:-**All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.
12. **Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
13. **Indemnity by Contractors:-**The contractor shall 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 the contractor, 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 earnest money deposited by the contractor with this tender will be retained by the Railways / DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

16.2 Recovery of Security Deposit: - Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:

- (a) Security Deposit for each work should be 5% of the contract value.
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit. Security deposit shall be returned to the contractor after the expiry of the Defect Liability Period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade / CPM, DFCCIL, then JA grade officer / CPM, DFCCIL (Concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways / DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

Note:

- (i) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/ irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract, but Government Securities deposited in terms of Sub-clause (1) of this clause will be payable with interest accrued thereon.

16.4 Performance Guarantee (P.G.)

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond

30 (thirty) 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 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the performance Guarantee in any of the following forms amounting to 3% of the contract value:-
- (i) Deleted
 - (ii) Irrevocable Bank Guarantees from any nationalized / Indian Scheduled commercial Banks.
 - (iii) Government Securities including State Loan Bonds at 5 percent below the market Value.
 - (iv) Deposit receipts, pay orders, Demand Drafts. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Deleted.
 - (vi) Deleted.
 - (vii) Deleted.
 - (viii) Deleted.
 - (ix) Deleted.
 - (x) Deleted.
 - (xi) Deleted.

Note: Deleted.

- (c) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This PG shall be initially valid up to stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25 % (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25 % of the original contract value, an additional performance guarantee amounting to 5 % (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'completion certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor 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 in his / her individual capacity or as a partner of any other JV / partnership firm.

- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India / DFCCIL is entitled under the contract (no withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (h) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (i) Failure by the contractor to pay President of India / DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to the effect by Engineer.
- (j) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

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, strikes, lockouts or act 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 Engineer 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.

18. **17- A Extension of time in Contracts:-** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works 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 Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for delay not due to DFCCIL or Contractor:-** If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of DFCCIL's employees or by other contractor employed by the DFCCIL under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the

Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor 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 affected thereby.

No other compensation shall be payable for works 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 Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions 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 there for entitle the contractor to damages or compensation there fore, but in any such case, the DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

- 17-B Extension of time for delay due to contractor:-**The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 17 and 17-A, the DFCCIL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of (Performa at Form No. 14) time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to $\frac{1}{2}$ of 1% of the 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 shall be taken as value of work 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 the under noted percentage 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.

- (i) For contract value up to Rs. 2 lakhs – 10% of the total value of the contract
- (ii) For contract value above Rs. 2 lakhs – 10% of the first Rs.2 lakhs and 5% of the balance.

Further competent authority while granting extension to the currency of contract under clause 17(B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case. Provided

further, that if the DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under clause 62 of these conditions, whether or not actual damage is caused by such default.

- 18.1 Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor 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 contractor 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 any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.
- 18.2** The contractor 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 General Manager/ROB /CPM 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 contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

- 19.1 Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, 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 works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 19.2 Commencement of works:-**The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.3 Accepted Programme of work:-** The contractor who has been awarded the work 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 indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the Work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavor to fulfill this programme of work.

The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

19.4 Deleted

20.1 Compliance to Engineer's instructions:- The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

20.2 Alterations to be authorized:- No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

20.3 Extra works:- Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the DFCCIL.

20.4 Separate contracts in connection with works:- The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractors work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

21. Instruction of Engineer's Representative:- Any instructions or approval given by the Engineer's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows:

- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer 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 Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

22.1 Adherence to specifications and drawings:- The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the DFCCIL.

- 22.2 Drawings and specifications of the works:-** The contractor 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 Engineer or the Engineer's representative.
- 22.3 Owner ship of drawings and specifications:-**All drawings and specifications and copies there of furnished by the DFCCIL to the Contractor 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 contractor to the DFCCIL on completion of the work or termination of the contract.
- 22.4 Compliance with Contractor's request for details:-** The Engineer 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 or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7days of such decision being intimated to the contractor) to the Chief Engineer/ General Manager/ROB,/CPM 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. Deleted.**
- 24. Damage to Railway / DFCCIL property or private life and property:-**The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway / DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway / DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

25. Deleted.

26. Provision of efficient and competent Staff at work sites by the Contractor:-

26.1 The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary direction to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.

26.2 The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

26.3 In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

26A. Deployment of Qualified Engineers at Work Sites by the Contractor:-

26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

26A.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

26A.3 Deleted

27. Deleted

27.(2) Removal of improper work and materials:- The Engineer or the Engineer'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) Deleted

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39.(1) Rates for extra items of works:- Any type of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage and such items are not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

39.(2) Provided that If the Contractor commences work or incurs any expenditure in regard there to before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work 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 Engineer. However if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the CPM/General Manager/ROB within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CPM's/ General Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.

40.(1) Handing over of works:- The Contractor shall be bound to hand over the works executed under the contract to the DFCCIL complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.

40.(2) Deleted

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to contract to be in writing:- In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work 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 Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.

42.(1) Powers of modification to contract:- The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works 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 work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

42.(2) (i) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work. 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.

(ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.

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 Contractor 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 therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work 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.

42.(4) Variations In Quantities During Execution Of Works Contracts :- The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of DFCCIL;

- (i) 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;
- (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
- (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with approval of DFCCIL .
- 3. In cases where decrease is involved during execution of contract:
 - (a) The contract signing authority can decrease the items upto 25% of individual item.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
- 4. 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.
- 5. No such quantity variation limit shall apply for foundation items.
- 6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS 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).
- 7. Deleted -
- 8. Deleted -
- 9. Deleted -
- 10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of DFCCIL as per single tender should be obtained
- 11. **Note:** Variation to be approved should be limited so as not to completely change the scope, character and purpose of the original contract.

CLAIMS

- 43.(1) Monthly Statement of Claims:-** The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

43.(2) Signing of “No Claim” Certificate:- The Contractor 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 Contractor, 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 are finally measured up. The contractor 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 schedule annexed to Contract:-The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

45. Measurement of works:-The Contractor shall be paid for the works at the rates in the accepted schedule of rates 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 DFCCIL. The quantities for items the unit of which in the accepted schedule of rates 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 schedule of rates 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 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 measures. 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:-

- (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.
- (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.

46.(1) “On-Account” Payments:- The Contractor shall be entitled to be paid from time to time by way of “One-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer’s or the Engineer’s representative’s certificates of 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 ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works 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 Contractor 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 Contractor) 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 having been executed nor of the manner of its execution being satisfactory.

46.(4) Manner of payment: - Unless otherwise specified payments to the Contractor will be made by RTGS/NEFT only.

46A Deleted

47.0 Deleted

48.(1) Certificate of completion of works:- As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the DFCCIL. When any such certificate is given in respect of part of a work, 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 work.

48.(2) Contractor not absolved by completion Certificate:- The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor 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 Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent

thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

49.0 Deleted

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51.(1) **Final Payment:-** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the contractor up to the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works 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 have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, 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 and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have made in respect of any works done or alleged to have been done by him under the contract.

51.A Deleted

52.0 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 contractor, 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 contractor 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 contractor, 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 contractor 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 contractor 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 contractor. For the purpose of this clause, where the contractor 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.

52A. Lien in respect of claims in Other Contracts:-

- (i) Any sum of money due and payable to the contractor (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 contractor 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 contractor. The Performance Guarantees submitted by the Contractor 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's 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 contractor 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 contractor.

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58.0 DFCCIL not to provide quarters for Contractors:-No quarters shall normally be provided by the DFCCIL for the accommodation of the contractor or any of his staff employed on the work.

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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 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 Contractor 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 Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The contractor 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 in full but which he did not derive in consequence of determination of contract.

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

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment in favour 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, 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 Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or

- (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
- (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
- (xii) 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
- (xiii)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

(xiii) (B) Fail to give at the time of submitting the said tender:-

- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor. Then and in any of the said clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice (Proforma at Form No.16) in writing to that effect and if the contractor does not within seven days after the delivery to him such notice proceed to make good his default in so far as the being made good and carry on the work or comply with such directions as aforesaid of the entire

satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hour's notice (Proforma at Form No. 17) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hour's notice, a final termination notice (Proforma at Form No. 18) should be issued and adopt the following courses: To measure up or the whole or part of the work from which the contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.

62.(2) Right of DFCCIL after, rescission of contract owing to default of contractor:In the event of any or several of the courses, referred to in sub-clause (1) of the clause, being adopted.

- (a) the contractor 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 or the performance of the contract and contractor 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 Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works 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 or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall as soon as may be practicable after removal of the contractor 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 contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plan and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

63.0 Deleted.

64. Deleted.

65.0 Deleted

PART-I
CHAPTER V

PRE-CONTRACT INTEGRITY PACT

PART-I
CHAPTER V

Annexure – I

PRE-CONTRACT INTEGRITY PACT

1.4.1 General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2016, between, on one hand, the DFCCIL acting through Shri _____ Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

Enabling the CLIENT to obtain the desired said (Name of the Stores/Equipment/Items, 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 including 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 Integrity Pact and agree as follows:

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefits 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 the advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular[A] in comparison to other BIDDERS.
 - 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. IN such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular 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, conducted directly or indirectly with the bidding process, or to any person, organisation 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 of 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/document.
 - 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 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 BIDDERS firm, the same shall be disclosed by the [A] at the time of filling of tender.

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

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

4. **Previous Transaction:**

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS 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. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the [A] shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum of the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanction for Violation shall be applicable for 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.
- 5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A] shall entitle the CLIENT to take all or any one or the following actions, wherever required.
- (i) To immediately call of the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the 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 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. **Fall Clause**

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

8. **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 (Names and Addresses of the Monitors to be given).

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 designed by the CLIENT.

8.6 The BIDDER(s) accepts that the Monitors 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 that 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. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact of 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. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT.

11. **Other Legal Actions**

The action stipulated in this Integrity Pact is 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. **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.

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

CLEINT

Name of the Officer

Designation

Deptt. /Ministry/ PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

PART II
TECHNICAL SPECIFICATIONS

PART – II

CHAPTER – I

Special Conditions and Specifications For Inspection of Fabrication of Steel Girders

(i) Scope of Work

On behalf of President of India, CHIEF GENERAL MANAGER (North) Mumbai herein after referred to as 'DFCCIL' is inviting sealed tenders from Firms/Companies having requisite experience and financial capacity for execution of the following work:

Name of work:- Engaging of Inspection Agency for the Inspection, Supervision & Quality control related works of Material Testing, Fabrication of bow string steel girder, Painting & Assembly of Steel Superstructure for construction of Road Over Bridges between Sachin to Vaitarna section of Mumbai Division of Western Railway.

SN	Division	WORK	LC No	Between Stations	Type of Superstructure
1	MMCT WR	ROB	46A	Kelve Road-Palghar	BOW Sting
2	MMCT WR	ROB	74	Sanjan-Bhilad	BOW Sting
3	MMCT WR	ROB	81	Vapi-Udvada	BOW Sting
4	MMCT WR	ROB	87	Vapi-Valsad	BOW Sting
5	MMCT WR	ROB	90	Pardi-Atul	BOW Sting
6	MMCT WR	ROB	Vapi ROB	Vapi-Valsad	Open Web Girder
7	MMCT WR	ROB	107	Joravasan - Bilimora	BOW Sting
8	MMCT WR	ROB	111	Bilimora - Amalsad	BOW Sting

Note: The above-mentioned LCs are tentative. Numbers of LCs/locations where work to be Inspect & supervised by Inspection Agency are likely to be increased or decreased or change as per DFCCIL requirement and work plan.

- i. **Inspection agency scope of work shall be as per 'Annexure -VII of RDSO guidelines on fabrication of steel girders for construction/field engineers with latest amendments. Stage wise inspection as per approved QAP & WPSS.** The Firm /Inspection Agency shall supervise & direct the works efficiently & with his bestskill & attention.
- ii. The Firm/Inspection Agency shall be solely responsible for submission of means, methods, techniques, procedures & sequences of work or as approved by RDSO wherever applicable. The Firm / Inspection Agency shall scrutinize the same and forward it to DFCCIL with recommendations for acceptance or otherwise. Decision of DFCCIL shall be final & binding on Inspection Agency. The Contractor (Executing Agency) shall organize all activities & sub activities of the works and shall be responsible to ensure that the finished work complies fully with drawings, technical specifications and various stipulations contained in the Contract Agreement (Construction Contract) with the Contractor (Inspection Agency).
- iii. The Firm /Inspection Agency will be responsible for the Inspection and the supervision of Steel Superstructure assembly and launching at site, Inspection and quality control checks related to the fabrication of bearing assembly at Workshop/ Manufacturer's Premises and supervision of its fixing in position at site for Railway portion of the above- mentioned ROB works.

- iv. The Firm /Inspection Agency will administer of the Construction Contract and ensure that the contractual clauses, with respect to both quality and quantity of work are respected and the works are executed in accordance with the provisions of the Contracts(Construction Contract), codal provisions and various other requirements of the Railways. Firm /Inspection Agency shall also ensure safety practices in execution of works at project sites regarding complete safety to works, workers, running trains, general public, and structures and properties adjacent to worksites.
- v. Firm/Inspection Agency's role would include Inspection and Supervision Steel-Superstructure assembly at fabricators workshop and at site for field assembly as per the approved structural drawings, approved TAD, all the related/relevant Railway guidelines and the codal provisions and submission of detailed report to DFCCIL/Railway.
- vi. Inspection & Supervision of work with observations on Issuing Request for inspection for ongoing activities at fabricators workshop & site i.e. Inspection, Supervision & Quality Control related works of Assembling of Steel Superstructure for ROB within the Railway portion and Inspection & Supervision of fabrication of the Bearing assembly at workshop/Manufacturer's premises and Inspection of fixing of Bearing assembly and all other associated activities in connection with erection etc. Firm/Inspection Agency will inspect and examine the works to be executed by the Contractor (Executing Agency) as the overall supervisor of the Project.
- vii. The contractor/work executing Agency shall maintain all the records as per Railway's Quality Standards and Inspection Agency shall verify/check & witness all these records maintained by the fabrication agency. However, Inspection Agency shall ensure that all the records related to the Inspection, supervision, quality control & safety are being maintained as per Railway Standards and a copy of all such records should be available with Inspection Agency.
- viii. Firm/Inspection Agency shall prepare detailed Monthly Progress Reports within the first week of the following month as per mutually agreed proforma. In this report all deviations from the projected schedule in terms of time and cost will be pointed out. Necessary clarification and corrective measures on such deviation(s) will also be mentioned in the monthly report.
- ix. Key Personnel/s deployed by Firm /Inspection Agency will have to visit Bearing Manufacturer's Premises/Workshops & various offices such as Railways, PWD if required, and attend various meetings for project related work at his own cost.

- x. The relevant details of the Engineers engaged for the inspection of fabrication works shall be submitted to DFCCIL for review.
- xi. It also includes the review and approval of QAP as per the specifications – B1 & BS-110(R) – latest revision & Inspection of the Bearing assembly (POT/PTFE, Elastomeric, Spherical bearings) as per approved design drawing, QAP and the supervision of the fixing of bearing at site.
- xii. Firm /Inspection Agency's role would include verification and monitoring the construction methodology, quality of workmanship, quality of material, performance of equipment, safety measures, etc. in compliance with good construction practices. Firm /Inspection Agency's role also includes adherence of Quality Assurance Plan (QAP), Inspection Test Plan (ITP) and method statements submitted by Contractor (Executing Agency).
- a) List of the codes which are to be followed for relevant works are as below:-
- IRS- Bridge Rules
 - Steel Bridge Code
 - Welded Bridge Code
 - IRS- B1, BS 110, BS 111
 - DFCCIL & SOD 2005
 - IRBM
 - IRPWM
 - IRWM
 - M3
 - M28 (MMAW)
 - M 39 (SAW)
 - RDSO/M&C/Specifications; Classifications, tests & approvals of CarbonDioxide, welding, filler wires for use in Indian Railway.
- b) IRC Codes & Specifications:
- IRC-21
 - IRC-24
 - IRC-83
 - IRC-87
- c) Indian Standard Codes & Specifications:-
- IS-2062

- IS-1148
- IS-1149
- IS-2339
- IS-883
- IS-1182
- IS-2595
- IS-1024
- IS-1367
- IS-6639
- IS-104
- IS-2074
- IS-1852
- IS-6586
- IS-5666
- IS-7205
- IS-7215
- IS-3764
- IS-7293
- IS-4081

NOTE: Books of references shall also include further codes/specifications other than that mentioned in the above book of references if and when required by Railways/DFCCIL. All book of references/codes/specifications etc. Shall be of latest edition with up to date correction slips.

(ii) Role of the Inspection agency in Quality Assurance:

- i. The inspection agency shall go through the items of method statement, QAP, WPSS, drawings, RDSO documents, guidelines, etc. approved by competent authority.
- ii. The Inspection agency shall carry out the inspection of fabrication of steel girders as per the approved QAP, WPSS, drawings and other relevant documents.
- iii. The inspection shall be carried out at the fabricators workshop or at the construction site of ROB location as the case may be and the inspection agency will submit the detailed inspection reports in the approved format duly signed by the authorized person of the inspection agency.
- iv. Any deficiency noticed by DFCCIL or Railways inspection agencies like Sabarmati workshop, RDSO, Railway Bridge organization, DFCCIL during their inspection or inspection report shall be got rectified in approved manner from the fabricating agency.
- v. The inspection agency is expected to inspect the steel girder fabrication process

including site assembly up the acceptable limits and quality standard as per the Railways inspection agencies, DFCCIL, RDSO guidelines, etc. with latest amendment if any.

(iii) Location

ROB Works are to be executed in the jurisdiction of Mumbai Division of Western Railway with approaches of ROB in State Government/Railway land. However, DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 1.3.1(iii) above in the jurisdiction of CGM/NORTH/MUMBAI/DFCCIL and the contractor shall be bound to execute the work without any extra cost. Inspection agency will have to inspect the fabrication of girders at various locations at fabricators workshop and at site of ROB construction work. Most of the fabricators will be located in the State of Gujarat, Maharashtra and Rajasthan, however, if the ROB Contractor decides to engage fabricating agency in other than the mentioned states than the inspection agency will have to carry out the inspection in those states without any additional claim.

(iv) Deliveries

- i. The visiting Inspection agency engineer shall review/witness the activities as per the technical specifications and sign the resultant documents. He shall also issue an inspection report on completion of every visit contractor workshop/LAB/Site.
- ii. In the event of occurrence/observance of any deviations, the visiting inspection agency engineer shall record the same in the inspection reports. In such cases revised inspection report will be issued after rectification of any deviations, duly witnessed and certified by Inspection Engineer.
- iii. Inspection Engineer will issue certificate on successful completion of each activity.

(v) MODE OF MEASUREMENT

1. Measurement of Quantities for the Payment shall be same as Measurement of Quantities done By DFCCIL/State Govt. officials in respective ROB contract (multiple agencies) for the work of supply and Fabrication item in MT.
2. No additional/others means of measurement will be accepted by Engineer regarding mode of measurement at any stage. The decision of Engineer will be final and binding to the inspection agency.
3. Final Measurement shall be same as the final measured quantities in respective ROB contract for fabrication for Bow string/Open Web girder.

(vi) **Payment Schedule**

Stage Payment for the work is tabulated below:

SN	Break up for Payment of works	Percentage
1	On Receiving Fabricated material at construction site: Supply & Fabrication of steel girder spans including its components (Stiffeners, Bracings, Splices, Studs etc.) as per the approved drawings for composite construction of superstructure of the Road Over Bridge at construction site	50% of accepted rates.
2.	On Completion of Assembly of Girder at Site	40%
3.	Final Payment: After Final Launching of Girder (Note: It is expected that the launching of girder will be done within 60 days from the date of final assembly. However, if the same is not achieved within 60 days, the 10% balance payment will be released with to approval by Engineer-in-charge.	10%
	Total	100%

PART – II

CHAPTER – II

CODES & SPECIFICATIONS TO BE FOLLOWED

- (i) List, though not exhaustive, of Codes / Specification with up to date corrections slip to be followed is as under:
1. Indian Railways Engineering Code
 2. Indian Railways Concrete Bridge Code
 3. Indian Railways Steel Bridge Code
 4. Indian Railways Bridge rule
 5. SOD for DFCCIL and Indian Railways
 6. Indian Railways Unified standard specifications
 7. Bearing design shall be as per IS/IRC code and where these are not available it shall be as per relevant UIC/ASTM/EN.
 8. IRS B1-2001 latest amendment or latest
 9. IRC-5, 6, 22, 24, 83 and other relevant specifications.
 10. Relevant IS Codes for Geotechnical Investigation and Foundation Design
 11. Any other relevant IS/IRS/IRC specifications
 12. Applicable Laws for Land Acquisition of Bihar State

PART – II
CHAPTER – III
PRIORITY OF DOCUMENTS

(i) Priorities of documents

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

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

**PART- III
CHAPTER I**

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

PART- III
CHAPTER I

TENDER FORMS

FORM No.	SUBJECT
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Contract Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	ECS / NEFT / RTGS
Form No. 8	Proforma for Time Extension
Form No. 9	Certificate of Fitness
Form No. 10	Proforma of 7 days' Notice
Form No. 11	Proforma of 48 Hours' Notice
Form No. 12	Proforma of Termination Notice

OFFER LETTER

Name of work - Engaging of specialised third party Inspection Agency like RITES, WRI, CEIL or any other expert public sector undertaking for the Inspection, Supervision & Quality control related works of Material Testing, Fabrication of bow string steel girder, Painting & Assembly of Steel Superstructure for construction of Road Over Bridges between Sachin to Vaitarna section of Mumbai Division of Western Railway.

To,
CPM/North/Mumbai,
DFCCIL,
New Delhi

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in accordance with para.1.3.13 (ii)(v)(a) of Preamble and General Instructions to tenderers.
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) (v) (b) of Preamble and General Instructions to tenderers.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and

- (i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

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

TENDERER'S CREDENTIALS

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

TECHNICAL ELIGIBILITY CRITERIA DETAILS

**Details of the similar works completed (as per Para 1.3.13 (i) of
Preamble and General Instructions to Tenderers)**

Similar Contract No.		
Contract Identification		
Award date		
Completion date		
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>
Total Contract Amount (Rs.)		
If member in a JV , specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>Total contract amount in Rs.</i>
Employer's Name: Address: Telephone/fax number E-mail:		
Description of the similarity in accordance with Criteria 1.3.13(i)(A)		

The bidder shall attach Certified completion certificates issued by the client duly attested by Notary as per Eligibility Criteria of the tender documents.

Signature of the
Tenderer with Seal

FINANCIAL ELIGIBILITY CRITERIA DETAILS

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

Name of Bidder/JV Partner

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

Contractual payments received (Construction only)	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year (2021-2022)	
2020-2021	
2019-2020	
2018-2019	
Total Contractual Payment	

Note: The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or form 16-A issued by the Employer as per clause 1.3.13 of Preamble and General Instructions to Tenderers.

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

Signature of the
Tenderer with Seal

APPLICANT'S PARTY INFORMATION FORM

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

Signature of the
Tenderer with Seal

SUMMARY OF PRICES

SN	Description of works	Qty	Estim- -ated Rate	Total Cost	Rates to be quoted in figures & words (Clearly mention above / below / at par on Sched- ules/Items updated DFCCIL Rate / cost given in column 3)
1	Inspection, Supervision & Quality control related works of Material Testing, Fabrication of bow string steel girder, Open Web Steel girder, Metalizing, Painting & Assembly of Steel Superstructure at fabricator workshop/site for construction of Road Over Bridges between Sachin to Vaitarna section of Mumbai Division of Western Railway as per the guidelines/specifications issued by RDSO BS-110(R), B1-2001 and other relevant specifications and as given in the tender document, Engineers instructions etc.	3500 MT	Rs. 1143 Per MT	Rs. 40,00,500/-	Rates above / below / at par as per schedules shall be filled separately in Mi- crosoft Excel File
	Total			Rs. 40,00,500/-	

Notes:

1. The above prices are inclusive of inspection fees, transport charges, accommodation to inspection personnel, overheads, all taxes, duties, levies, etc. Except GST.
 - a. GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL.
 - b. The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.
2. The above prices are inclusive of all travel cost, accommodation, local transport etc. Nothing extra shall be paid other than the accepted rate.
3. The tenderer should quote single percentage above / par / below for each schedule.
4. If the uniform percentage quoted by the Tenderer does not clearly indicate whether the rates are above/at par/below the estimated rates then through sign convention it will be considered to be on plus side and evaluated accordingly.
5. Rate of item payable to contractor shall be as per above/below/at par on rates of schedule.
6. The above prices are inclusive of all taxes, duties, levies, etc. Except GST.
 - a. GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL.
 - b. The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.
7. The tenderer should quote single percentage above / par / below for each schedule.
8. If the uniform percentage quoted by the Tenderer does not clearly indicate whether the rates are above/at par/below the estimated rates then through sign convention it will be considered to be on plus side and evaluated accordingly.
9. Rate of item payable to contractor shall be as per above/below/at par on rates of schedule.

SCHEDULE -1
SCHEDULE OF PRICES & TOTAL PRICES

SN	Description of works	Qty	Estim- -ated Rate	Total Cost	Rates to be quoted in figures & words (Clearly mention above / below / at par on Sched- ules/Items updated DFCCIL Rate / cost given in column 3)
1	Inspection, Supervision & Quality control related works of Material Testing, Fabrication of bow string steel girder, Open Web Steel girder, Metalizing, Painting & Assembly of Steel Superstructure at fabricator workshop/site for construction of Road Over Bridges between Sachin to Vaitarna section of Mumbai Division of Western Railway as per the guidelines/specifications issued by RDSO BS-110(R), B1-2001 and other relevant specifications and as given in the tender document, Engineers instructions etc.	3500 MT	Rs. 1143 Per MT	Rs. 40,00,500/-	Rates above / below / at par as per schedules shall be filled separately in Mi- crosoft Excel File
	Total			Rs. 40,00,500/-	

Notes:

7. The above prices are inclusive of all taxes, duties, levies, etc. Except GST.
 - a. GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL.

- b. The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.
- 8. The above prices are inclusive of all travel cost, accommodation, local transport etc. Nothing extra shall be paid other than the accepted rate
- 9. The tenderer should quote single percentage above / par / below for each schedule.
- 10. If the uniform percentage quoted by the Tenderer does not clearly indicate whether the rates are above/at par/below the estimated rates then through sign convention it will be considered to be on plus side and evaluated accordingly.
- 11. Rate of item payable to contractor shall be as per above/below/at par on rates of schedule.
- 12. The above prices are inclusive of all taxes, duties, levies, etc. Except GST.
 - a. GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL.
 - b. The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.
- 10. The tenderer should quote single percentage above / par / below for each schedule.
- 11. If the uniform percentage quoted by the Tenderer does not clearly indicate whether the rates are above/at par/below the estimated rates then through sign convention it will be considered to be on plus side and evaluated accordingly.
- 12. Rate of item payable to contractor shall be as per above/below/at par on rates of schedule.

MODE OF MEASUREMENT

- 1. Measurement of Quantities for the Payment shall be same as Measurement of Quantities done By DFCCIL/State Govt. officials in respective ROB contract (multiple agencies) for the work of supply and Fabrication item in MT.
- 2. No additional/others means of measurement will be accepted by Engineer regarding mode of measurement at any stage. The decision of Engineer will be final and binding to the inspection agency.
- 3. Final Measurement shall be same as the final measured quantities in respective ROB contract for fabrication for Bow string/Open Web girder.

Payment Schedule

Stage Payment for the work is tabulated below:

SN	Break up for Payment of works	Percentage
1	On Receiving Fabricated material at construction site: Supply & Fabrication of steel girder spans including its components (Stiffeners, Bracings, Splices, Studs etc.) as per the approved drawings for composite construction of superstructure of the Road Over Bridge at construction site	50% of accepted rates.
2.	On Completion of Assembly of Girder at Site	40%
3.	Final Payment: After Final Launching of Girder (Note: It is expected that the launching of girder will be done within 60 days from the date of final assembly. However, if the same is not achieved within 60 days, the 10% balance payment will be released with to approval by Engineer-in-charge.	10%
	Total	100%

SAMPLE

AGREEMENT**CONTRACT AGREEMENT**

THIS AGREEMENT ("Agreement") is made at New Delhi on the ____ day of ____
BETWEEN

(1) Dedicated Freight Corridor Corporation of India Limited, incorporated under the laws of India and having its principal place of business at, Pragati Maidan Metro Station Building Complex, New Delhi, India – 110001 (hereinafter called '**the Employer**'), and ---
-----, a company / corporation / JV incorporated under the laws of -----having its principal place of business at -----
(hereinafter called "**the Contractor**").

WHEREAS in reference to a call for Tender for _____
_____ as per Tender paper
_____ at Annexure "A" here to, the Contractor has submitted a
Tender hereto and whereas the said Tender of the contractor has been accepted
for tender for _____.
as per copy of the Letter of Acceptance of Tender No----- dated ----_complete with
enclosure at the accepted rates and at an estimated contract value of Rs._____(Ru-
pees _only). Now the agreement with witnesseth to that in consideration of the premises
and the payment to be made by the Employer to the Contractor provided for herein
below the Contractor shall supply all equipments and materials and execute and per-
form all works for which the said Tender of the Contractor has been accepted, strictly ac-
cording to the various provisions in Annexure 'A' and 'B' hereto and upon such supply, ex-
ecution and performance to the satisfaction of the Purchaser, the Purchaser shall pay to the
contractor at the several rates accepted as per the said Annexure 'B' and in terms of the
provisions therein.

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

_____ Name

_____ Name

on behalf of the Contractor in the
presence of: _____

on behalf of the Employer in the
presence of: _____

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Enclosures:-

1. Annexure 'A' - Tender Papers No.
2. Annexure 'B' - Letter of Acceptance of Tender No. _____ Dated _____
along with Summary of Prices

SAMPLEFormat of Bank Guarantee Performance Security

Bank Guarantee No: -----

Dated: -----

To,

Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex 5th Floor,
Pragati Maidan, New Delhi

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).

Now, we the undersigned (Name of Bank official), 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 Contractor 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 contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (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 Contractor 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 fully 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 contractor 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 shall have 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 to power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and condition of the said agreement and we shall not be relived from our liabilities by reason of a such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor 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 Contractor.

The expressions "the Employer", and "the Bank" and "the contractor" 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------(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 guarantee 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 the Bank Authorized Official with seal

Name: -----

Designation:

Address:

Witness:

1. Name: -----

Designation:

Address:

2. Name: -----

Designation:

Address:

**ECS / NEFT / RTGS
MANDATE FORM**

Date :-

To,

GM (F) / GGM (F)

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

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

PROFORMA FOR TIME EXTENSION

No. _____ Dated : _____

Sub : (i) _____ (name of work).
(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 mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work 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, 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 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 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 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

1. (a) Serial Number _____
 (b) Date _____

2. Name of person examined _____
 I certify that I have personally examined (*name*) _____

3. Father's Name: son/daughter of _____ ,
 residing at _____

4. Sex _____

5. Residence: _____

6. Date of birth, if available, and/or certified age

7. Physical fitness _____

8. Identification marks _____

Who is desirous of being employed
 in a factory or on a work requiring
 manual labour and that his / her age
 as nearly as can be ascertained from
 my examination, is _____ years
 and that he/she is fit for employment
 in a factory or on a work requiring
 manual labour as an adult/child.

9. Reasons for:

(a) refusal to grant certificate, or
 (b) revoking the Certificate

 Signature or Left Hand
 Thumb Impression of the
 person Examined

 Signature of Certifying Surgeon

Note : In case of physical disability, the exact details of the cause of the physical disability
 should be clearly stated

PROFORMA OF 7 DAYS NOTICE
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.
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/to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / 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 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
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.
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will stand rescinded and the work 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

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/show adequate progress of the work.

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 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/JV is hereby debarred from participation in the tender for executing the balance work 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

====END OF DOCUMENT====