



डेडीकेटेड फ्रेट कोरीडोर

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA  
LIMITED**

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

**E-Tender Document**

**FOR**

**NAME OF WORK: CONSTRUCTION OF CONFERENCE HALL/CHAMBERS IN C/W  
EXTENSION OF DFCCIL OFFICE AT AMBALA CANTT.**

**Tender No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02**

**(Participation through E-Tender only)**

**Visit: [www.ireps.gov.in](http://www.ireps.gov.in) / [www.dfccil.com](http://www.dfccil.com)  
(Help desk of IREPS: 011-23761525)**

Dec-2021

**Employer:**

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

**Under  
MINISTRY OF RAILWAYS)**

TABLE OF CONTENTS

S. No.	Description	Page No.
1	Section 1-Notice Inviting Tender (NIT).	3-4
2	Section 2-(i) Format for Covering Letter of Tender. (ii) Check List for Documents to be Submitted.	5-6 7
3	Section 3 –Instructions to Bidders.	8-11
4	Section 4- Preamble and Scope of works	12-16
5	Section 5-General Conditions of Contract.	17
6	Section 6- Special Conditions of Contract.	18-20
7	Section 7- Schedule of Prices and Explanatory Notes	21-39
8	Section 8- Tender Forms	40-67

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

**SECTION-1**  
**NOTICE INVITING TENDER (NIT)**

Online bids for Open Tender Single packet system are invited from reputed agencies / companies / corporations for the work of Construction of Conference Hall/Chambers in c/w extension of DFCCIL office at Ambala as per the following schedule:-

1.1	Tender No.	CGM/UMB/DFCCIL/OFFICE EXT./2021/02
1.2	Name Of Work	Construction of Conference Hall/Chambers in c/w extension of DFCCIL office at Ambala
1.3	Type of Tender	Open Tender Single packet system
1.4	Duration of Contract	05 Months
1.5	Estimated Cost of Work	Rs. 32,23,296/-Rupees (Thirty Two Lakh Twenty Three Thousand Two Hundred Ninety Six Only) including GST.
1.6	Tender Cost	Rs. 3,540/- Incl. of GST (Online through ireps.gov.in)
1.7	Earnest Money Deposit (EMD) (Tender Security)	To be submitted in the form of Bid Securing Declaration Form as per Tender Form - 06
1.8	Uploading of NIT and Tender Document i.e. Time of Sale of Tender (Online)	From 08.12.2021 On <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
1.9	Last Date and Time of Submission of Tender (Online)	Till 11.01.2022 at 15.00 hrs. on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
1.10	Date of Time of Opening of Tender ( Online)	11.01.2022 at 15.30 hrs. on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
1.11	Tender Validity	<del>90 days from the</del> Date of Opening of Tender.
1.12	Address for Communication	CGM OFFICE General Manager/CO, DFCCIL Near Anand Market Old Railway Colony, Ambala cantt - 133001 (Haryana) Phone No: 8572897212 E-mail: npanwar.dfcc@nic.in
1.13	Help Desk for E- Tendering	<a href="http://www.ireps.gov.in">www.ireps.gov.in</a> and helpdesk no.011-23761525 (10 Lines) Timings: 08.00 AM to 07.00 PM
1.14	Availability of Tender Documents	The Tender documents can be downloaded from <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> Tenderer who wishes

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

		to view free Notification and Tender Documents can visit <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> DFCCIL may issue Addendum(s)/ Corrigendum (s) to the Tender document, if any, which shall be issued at least three days in advance of date of opening of tenders and placed on website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> only.
--	--	---

### General

Tender document is non-transferable. Tender received from Tenderer in whose name Tender Document has been issued, shall only be considered.

No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post. Late/Delayed Tender shall not be considered for evaluation.

The Offer shall be valid for **90 days** from the date of opening of the tender, and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable to be disqualified.

Notice Inviting Tender (NIT), Tender Document and Corrigendum/ Addendum if any, will be posted on the E Tendering website [www.ireps.gov.in](http://www.ireps.gov.in). Tenderers 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/her offer, will not be accepted.

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

SECTION-2

Format for Covering letter of Tender.  
(On Letter Head of Firm/Company)

To,  
Dy. CPM/Engg.  
DFCCIL, UMB

Sub: Construction of Conference Hall/Chambers in c/w extension of DFCCIL office at Ambala.

Ref: Tender No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

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 **90 days** from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". 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 A sum of Rs..... is being deposited as Earnest Money online through payment gateway on [www.ireps.gov.in](http://www.ireps.gov.in). The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
  - i) I/We do not execute the Contract Agreement within 15 (fifteen) days from the date of issue of Letter of Acceptance; or
  - ii) 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 Form No. 5 of Tender Document, within 15 days of issue of Letter of Acceptance; or
  - iii) 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
  - iv) I/We withdraw the offer during the period of validity extended validity; or
  - v) When any of the information furnished by the tenderer not found true.

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of witness

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name & Address of  
Witness)

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

**Check List for Documents to be Submitted**

<b>S.No</b>	<b>Documents to be Attached</b>	<b>Tick Yes/No</b>
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.	Certified Copy of Constitution of the Company/Firm/Agency.	
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](http://www.ireps.gov.in)

\*\*\*\*\*

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

**Section -3 INSTRUCTIONS To BIDDERS**

1.0 The salient of the contract are as follows:

i.	Tender No.	CGM/UMB/DFCCIL/OFFICE EXT./2021/02
ii.	Name of Work	Construction of Conference Hall/Chambers in c/w extension of DFCCIL office at Ambala.
iii.	Duration of Contract	05 Months
iv.	Contract value	Rs. 32,23,296/-Rupees (Thirty-Two Lakh Twenty Three Thousand Two Hundred Ninety Six Only) including GST.
v.	Earnest Money	To be submitted in the form of Bid Security Declaration as per Tender Form No. 6.
vi.	Tender Cost	Rs.3,540/- Incl. of GST (Online through ireps.gov.in)
vii.	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)
viii.	Security deposit/Retention money	The Security Deposit shall be deducted from the Bill @10% till 5% of the Contract cost is deducted. Or The Bank Guarantee shall be submitted as per prescribed format (Annexure-I) equal to 5% of Contract value.

2.0 Submission of E-Tender:-

**Tender Document Obtaining Process**

- 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](http://www.cca.gov.in)), in the name of the person who will submit the Online tender and is authorized to do so.
- To Participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the IREPS ([www.ireps.gov.in](http://www.ireps.gov.in)) and to have User ID and Password.
- [www.ireps.gov.in](http://www.ireps.gov.in) is the only website for submission of Tender. 'Vender anul' containing the detailed guidelines for E-Tendering is available on [www.ireps.gov.in](http://www.ireps.gov.in).

**Submission of Offer**

- Tender shall be submitted through online mode only at [www.ireps.gov.in](http://www.ireps.gov.in). Tender submitted by any other mode will not be accepted.

Tenderers Signature

For DFCCIL



No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

- All the required documents (legible) as mentioned in Check list from S.No,1-6 have to be uploaded along with the offer on [www.ireps.gov.in](http://www.ireps.gov.in) failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.

The detailed instruction of e-tendering can be read through website [www.ireps.gov.in](http://www.ireps.gov.in)

The addendum/Corrigendum, if any; shall be hosted on the website [www.ireps.gov.in](http://www.ireps.gov.in)

- The Tender will be accepted only in e-tendering mode and no other mode of submission shall be accepted.
- The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website [www.ireps.gov.in](http://www.ireps.gov.in)

The bid shall be accepted through online mode only.

- 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 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.

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

- (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 Condition 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 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 procession in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. 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 Bide:
  - 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 Bid:
  - (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.
  - (ii) Address: Online Opening of Tender

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

Office of General Manager/CO,DFCCIL  
Near Anand Market, Old Railway Colony,  
Ambala Cantt - 133001, Haryana, India

- (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 11.01.2022

15.0 Deadline for Submission of Tender:

Tenderer must ensure the complete the tender submission process in time as [www.ireps.gov.in](http://www.ireps.gov.in) will stop accepting any Online Tender after Tender Closing due Date & Time (15.00 Hrs. of 11.01.2022)

- 16.0 Contractor may visit the site on any working day to assess to 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](http://www.ireps.gov.in).

18.0 Earnest Money Deposit (Tender Security):

To be submitted in the form of Bid Security Declaration form as per Form No. 06.

\*\*\*\*\*

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

Section -4

PREAMBLE AND SCOPE OF WORKS

On behalf of President of India, General Manager/CO, DFCCIL, Near Anand Market, Old Railway Colony, Ambala Cantt - 133001, Haryana, India herein after referred to as 'DFCCIL' invites Sealed tenders in the prescribed form for the following work: Construction of Conference Hall/Chambers in c/w extension of DFCCIL office at Ambala.

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

Construction of Conference Room & Office space (G+1), etc as per Attached GAD in Section-7.

- 2.0 Cost of the work: The estimated cost of the tendered work is approximately Rs. 32,23,296/- only including GST.
- 3.0 The tenderer shall be governed by General Conditions of Contract (GCC) of IR (Indian Railways), preamble and general instructions to tenderers and Special Conditions of contract (SCC). Wherever there is conflict in any condition between GCC and Special condition of contract mentioned in tender documents, the condition mentioned in Special Condition will prevail. However, Employers decision in this connection shall be final and binding.
- 4.0 Location: Works is to be executed in the jurisdiction of GM/Co-ordination/DFCCIL, UMB in office Campus of CGM, DFCCIL, Ambala.
- 5.0 Language of Bid: The Bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the DFCCIL shall be written in English.
- 6.0 Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the quoted rates by tenderer in tender forms are adequate and covers all Charges, Duties & Levies etc. excluding GST in terms of General/Special Conditions of Contract for the completion of works to the entire satisfaction of the DFCCIL/DFCCIL . The bidder must own all responsibilities and bear all cost for information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender document.
- 7.0 All communication between the Employer and the tendered shall be in writing. For the purpose of seeking clarifications, the Employer's address is:

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

Dedicated Freight Corridor Corporation of India Limited  
 Attention: Mr. Narendr Panwar  
 Deputy Project Manager (Civil)  
 Near Anand Market, Old Railway Colony,  
 Ambala Cantt- 133001 (Haryana), INDIA  
 Telephone: 08572897212,  
 Electronic mail address: [npanwar.dfcc@co.in](mailto:npanwar.dfcc@co.in)

#### 8.0 Constitution of the Firm:

- (i) The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership Firm. If the tender is submitted on behalf of a partnership firm he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender document on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing tender documents. The DFCCIL will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the execution of the contract. The DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the contractor.
- (ii) The tenderer whether sole proprietor, or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- (iii) Partnership Firm: In case the tenderer/s is a partnership firm, the work experience, turnover etc. shall be in the name of partnership firm only.

#### 9.0 Execution of Contract Agreement:

The successful tenderer, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a Letter of Acceptance (LOA). Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/CO, DFCCIL, Near Anand Market, Old Railway Colony, Ambala Cantt- 133001, Haryana, India or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 15 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 the full value of the Earnest Money accompanying the tender

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the Earnest Money.

#### 10.0 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.

#### Right of DFCCIL to Deal with Tenders:

11.0 The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open/limited/single 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.

12.0 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.

#### 13.0 Period of Completion:

The entire work is required to be completed in all respects within 05 Months (Five Months) from the date of issue of the acceptance letter. Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the Employer to ensure that the work will be completed in all respects within the stipulated time.

14.0 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 the business. The EMD of such tenderers shall also be forfeited.

#### 15.0 Schedule of Prices:

Schedule-1 of the tender document lists out the Schedule of Prices for various items and is shown in Section VII. Based on these, the total contract value has also been

worked out.

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

16.0 Performance Guarantee shall be required from successful bidders as per Para 13.0 of Special Conditions of Contract (SCC).

17.0 Provision for medium & small enterprises (MSE):

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

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
  - (i) District industries Centres
  - (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board
  - (iv) Coir Board
  - (v) National Small Industries Corporation
  - (vi) Directorate of Handicraft and Handloom
  - (vii) Any other body specified by Ministry of MSME.

(II) The MSEs must also indicate the terminal validity date of their registration.

Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4. Definition of MSEs owned by SC/ST is as given below:
  - (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
  - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
  - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

relaxation in eligibility

criteria/tender process or other tender requirements and L-1 price.

6. The above facilities shall not be applicable for the items for which they are not registered.
7. The tenderer (s) shall submit photocopy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district Centre where the unit is established.
8. Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP.

\*\*\*\*\*

Tenderers Signature

For DFCCIL



## Section - 5

## GENERAL CONDITIONS OF CONTRACT (GCC)

The tenderer shall be governed by General Conditions of Contract (GCC of IR (Indian Railways)).



Government of India  
Ministry Of Railways  
(Railway Board)

**Indian Railways  
Standard  
General Conditions of Contract**

*GCC July 2020*

New Delhi

**Engineering Department**

## SPECIAL CONDITIONS OF CONTRACT

- 1.0 This tender shall be governed by Preamble and General instructions to bidders, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 2.0 If there are varying or conflicting provisions in the documents forming part of the contract, Employer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 3.0 Scheme of work: -Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.

**Contractor's drawings etc. –**

- 4.0 All designs, drawings & schedules shall be provided by the Employer.
- 5.0 The information data regular progress charts etc. (as applicable) required by the Employer/Employer's representative in connection with the contract, shall be furnished by the Contractor at his own expenses.
- 6.0 Drawings and Specifications of the works: The contractor shall keep one copy of drawings and specifications at the site, in good order, and such other contract documents as may be necessary, available to the Employer and the Employer's representative.
- 7.0 Contractor has to engage his own representative i.e. Graduate Engineer or Diploma Engineer with suitable experience years at site for execution of work at site, failing which the deduction per month on absentee of Rs. 30,000/- per month shall be done.
- 8.0 (a) Correctness of Work and Materials – The contractor shall be solely responsible for correctness of the positions, levels and dimensions of the works according to approved drawings, notwithstanding that he may have been assisted by the Employer or his men in setting out the same.  
  
(b) If any dimension figured upon a drawings differs from that obtained by scaling the drawings the figured dimensions should be normally taken as correct unless it is prima facie a mistake. But all such cases shall be brought to the notice of the Employer / Employer's representative and the discrepancy set right before execution.

**9.0 Contractor's Responsibility for discrepancy –**

All designs and drawings submitted by the Contractor shall be based on a thorough study and shall be such that the Contractor is satisfied about their suitability. The DFCCIL/Employer's approval will be based on these considerations. Notwithstanding approval communicated by the Employer, during the progress of the contract for designs and drawings, prototype samples of components, materials and equipments after inspection of materials, after erection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall be with contractor.

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

(a) The Contractor shall be responsible for and shall bear, and pay the cost for any alternation or works arising from any discrepancies, errors or omissions in the designs and drawings supplied by him, whether such designs and drawings have been approved by the Employer or not.

10.0 Accident –

The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.

11.0 Safety measures –

The contractor shall take all precautionary measures in order to ensure the protection of his own personnel at work site.

12.0 Guarantee/Defect Liability/Maintenance period: –

The Contractor shall guarantee that all the equipments and works executed under this contract shall be free from all defects and faults in material, design, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations. The Guarantee/Defect Liability/Maintenance period will be applicable during construction phase as well as after 06 months of completion or one monsoon season, whichever is earlier. The contractor shall attend any defect arises / maintain the executed work till successful handing over to DFCCIL.

13.0 Payment –

Payment will be governed by the terms specified in accordance with accepted schedule of prices, read with relevant para of the other parts and sections of the Tender Papers. The employer retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor from other contracts which the contractor may have with the Government of India.

All payments in respect of the contract during the currency of the contract shall be made through Electronic clearing system (ECS)/Electronic funds transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respects as detailed at Form-7 of the tender document. However, if the facility of ECS/EFT is not available at a particular location, the payments shall be made by cheque.

14.0 Performance Guarantee:-

- (i) The Bank Guarantee for performance Guarantee shall remain valid until a date 60 days (or as specified in the Contract) after expiry of Defects Liability Period.
- (ii) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.

The performance Guarantee shall be released 21 days after issue of performance certificate.

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

15.0 Arbitration: - Refer to clause 63 of GCC.

16.0 Integrity Pact:-

As per office memorandum no F. No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required proforma in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract.

A copy of pre contract integrity pact is enclosed as Form No. 20 for signature of bidder as acceptance, as and when Independent External monitor is appointed.

\*\*\*\*\*

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

Section -7

## SCHEDULE OF PRICES

## SCHEDULE - I

TENDER SCHEDULE				C.P= 5 MONTHS	
CONSTRUCTION OF CONFERENCE HALL / CHAMBERS IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA CANTT					
		Approx.Value=Rs. 32,23,296/-			
S.NO.	DESCRIPTION	APP.USSOR Value in Rs.	LAR in %age	COST RS.	% Above or below or at par ( In words & in figures )
	SCHEDULE A FOR USSOR ITEMS				
1	% Above or below or at par on all Roofing items app. In ch. No.10 except brick items of U.S.S.O.R 2010 ed.	9845	17.45	11563	
2	% Above or below or at par on all items of Brick work app. In ch. No. 5, 9, 10 of U.S.S.O.R 2010 ed.	36655	59.41	58432	
3	% Above or below or at par on all items of C.Conc / RCC app. In ch. No. 3 & 4 except item no. 33060 to 33064 & 45010 to 45016 of U.S.S.O.R 2010 ed.	319526	22.90	392697	
4	% Above or below or at par on all items of Wood work app. In ch. No. 7 of U.S.S.O.R 2010 ed.	142278	40.27	199573	
5	% Above or below or at par on all items of WSD app. In ch. No. 13,14,15 except G.I.Pipe items of U.S.S.O.R 2010 ed.	79564	20.19	95628	
6	% Above or below or at par on all items of Flooring app. In ch. No. 9 except brick items of U.S.S.O.R 2010 ed.	329872	23.08	406007	
7	% Above or below or at par on all plastering / pointing items app. In ch. No. 11 of U.S.S.O.R 2010 ed.	113679	29.64	147373	
8	% Above or below or at par on all items of White washing app. In ch. No. 11 of U.S.S.O.R 2010 ed.	66165	13.50	75097	
9	% Above or below or at par on all items of Painting app. In ch. No. 12 of U.S.S.O.R 2010 ed.	9307	12.34	10456	
10	% Above or below or at par on item no. 45010 to 45016 of steel reinforcement app. In ch. No. 4 of U.S.S.O.R 2010 ed.	275942	51.19	417197	

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

11	% Above or below or at par on items no. 33060 to 33064 of supplying cement app. In ch. No. 3 of U.S.S.O.R 2010 ed.	226435	28.38	290697	
12	% Above or below or at par on all Steel work items app. In ch. No. 8 of U.S.S.O.R 2010 ed.	212090	30.10	275929	
13	% Above or below or at par on all items of G.I.Pipe app. In ch. No. 13 of U.S.S.O.R 2010 ed.	17725	37.48	24368	
14	% Above or below or at par on all items of all chapters of U.S.S.O.R 2010 ed. Except above items from S.No. 1 to 13.	47381	18.80	56289	
	Total for Schedule A	1886464		2461306	

**SCHEDULE B FOR N.S. ITEMS**

S.NO.	DESCRIPTION	APP. QTY.	UNIT	RATE RS.	AMOUNT RS.
1	Item rate for Brick work with bricks of class designation 12.5 in foundation and up to plinth level in Cement mortar 1:6 (1 cement: 6 coarse sand) with contractors own labour, material, Tools & plants, all taxes, GST, all loading, leading, unloading, lifting, handling, rehandling, crossing of any types of obstructions such as track, nallah etc., all incidental works as a complete job as per Railway specifications / instructions of engineer in charge. ( Only cement shall be paid separately under the relevant items of USSOR 2010 edition )	140	Cum	4288.51	600391
2	Item rate for Water proofing treatment of roof / terrace with liquid applied PolyUrethane Membrane by applying one coat of epoxy primer of PolyUrethane primer of Asian / Nerolac or similar brand @ 150- 200 gm per sqm followed by two coats of PolyUrethane liquid Membrane @ 500gm per sqm per coat of Asian / Nerolac or similar brand as approved by site engineer after surface preparation including cleaning of slab surface with brushes complete including 'all labour, materials, T & Ps, loading ,unloading ,leading, taxes, GST, octroi etc.complete job as per instruction of site Engineer. Special condition :- 1) Work will be done by authorised applicator of the manufacture of PU based water proofing product. 2) Authorised applicator will also give	85	Sqm	704.88	59915

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

	warranty for 10 years.				
3	Item rate for Fabricating, supplying & installing stainless steel railings for staircases, balconies, FOBs, Enquiry/Reservation complex etc., made of SS 304 grade stainless steel, laser cut / water jet cut (no shearing), polished with Automatic round/flat polishing machine to get a uniform hairline finish. All parts shall be connected to each other with the help of prescribed size CNC made solid connectors, countersunk screws. Welding should be finished ensuring that no welding marks are visible and assembly is mounted on floor with the help of dash fasteners. Railings shall be fabricated as per approved drawings by engineer-in-charge. Item will include all labour , materials ,T&P taxes, GST, octroi , loading,leading,unloading, lifting and crossing of any obstructions such as track , nallah etc. complete job . Nothing extra shall be paid on this account what so ever the case	180	Per Kg	564.91	101684
	<b>Total cost of N.S.Items above S.No. 1,2,3 Rs.</b>				<b>761990</b>
	% age above/below/at par on N.S.Item amount Rs.	761990	In words		
			In fig.		

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

<b>SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA</b>						
<b>S.NO.</b>	<b>USSR ITEM NO.</b>	<b>DESCRIPTION OF ITEMS</b>	<b>APP. QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>COST RS.</b>
		<b>Brick items app. In Ch. No. 5,9,10</b>				
1	051040	Extra over items 051010 & 051020 for brick work in superstructure beyond plinth level upto floor two level :	105	cum	133.42	14010
2	51190	Extra for half brick masonry in super structure above plinth level up to floor two level.	60	Sqm	36.40	2184
3	104011	10cm thick (average) mud phaska of damped brick earth on roofs laid to slope consolidated and plastered with 25mm thick mud mortar with bhusa at 35 kg per cum. of earth and gobri leaping with mix 1:1 (1 clay : 1 cow dung) and covered with tile bricks grou With F.P.S. flat brick tiles of class designation 10	86	Sqm	237.92	20461
			<b>Total Rs.</b>			<b>36655</b>
		<b>CC/RCC Items app. In Ch. No. 3</b>				
1	031013	Providing and laying in position cement concrete of specified proportion excluding cost of cement, centering and shuttering - All works upto plinth level : 1:4:8 (1 cement : 4 sand : 8 graded stone aggregate 40mm nominal size)	38	cum	1751.75	66567
2	031023	Providing and laying cement concrete, up to plinth in retaining walls, walls (any thickness) including attached plasters, columns, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets etc, excluding the cost of cement and of shuttering, centering. 1:2:4 (1 cement : 2 sand : 4 graded stone aggregate 20mm nominal size)	2	cum	2137.59	4275
3	32052	Providing and laying cement concrete 1:2:4 in damp-proof course (1 cement : 2 sand : 4 graded stone aggregate 12.5mm nominal size - excluding the cost of cement and including providing, fixing and removal of forms. 40mm thick (20 mm coarse aggregate instead of 12.5mm)	12	Sqm	130.50	1566

Tenderers Signature

For DFCCIL





No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

<b>SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA</b>						
<b>S.NO.</b>	<b>USSR ITEM NO.</b>	<b>DESCRIPTION OF ITEMS</b>	<b>APP. QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>COST RS.</b>
9	042014	Centering and shuttering including strutting, propping etc. and removal of form for : Lintels, beams, plinth beams, bed blocks, girders, bressumers and cantilevers	60	Sqm	163.20	9792
10	042015	Centering and shuttering including strutting, propping etc. and removal of form for : Columns, pillars, posts and struts	70	Sqm	240.50	16835
11	042016	Centering and shuttering including strutting, propping etc. and removal of form for : Stairs (excluding landings) except spiral-staircases	10	Sqm	225.10	2251
12	042029	Centering and shuttering including strutting, propping etc. and removal of form for special shapes Weather shade, Chajjas, corbels etc. including edges	30	Sqm	331.42	9943
13	042040	Supplying and applying shuttering oil for mould releasing, having (flash point 54°C and specific gravity 0.88±0.02) for concrete formwork to be applied either by brush or with spray machine to the entire satisfaction of Engineer Incharge	510	Sqm	6.55	3341
14	043015	Providing, hoisting and fixing in position upto floor two level M-20 Grade precast RCC work including setting in cement mortar 1:3 (1 cement : 3 coarse sand) and finishing smooth with 6mm thick cement plaster 1:3 (1 cement : 3 fine sand) on exposed surfaces complete including cost of centering, shuttering, finishing, admixtures in recommended proportion (as per IS:9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability, excluding cost of cement and steel reinforcement, as per approved plan & direction of Engineer incharge In slabs for drain covers, manhole covers, flue tops etc.	2	cum	2870.14	5740
			<b>Total Rs.</b>			<b>319526</b>
		<b>Steel Reinforcement item app. In</b>				

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA						
S.NO.	USSR ITEM NO.	DESCRIPTION OF ITEMS	APP. QTY.	UNIT	RATE	COST RS.
		Ch. No. 4				
1	045014	Supplying reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete - High yield strength deformed bars	5800	Kg	47.58	275942
		Steel items app. In ch. No. 8				
1	081011	Structural steel work in single section including cutting, bending, straightening, drilling, rivetting, bolting, hoisting, fixing in position, including applying a priming coat of approved steel primer, complete - upto 6m height above GL In RSJ, tees, angles and channels	180	Kg	50.84	9151
2	081031	Structural steel work welded in built up sections, trusses and framed work, girders, stagings, racks, etc. including cutting, bending, straightening, hoisting, fixing in position including applying a priming coat of approved steel primer complete - upto 6m height above GL In RSJ, tees, angles and channels	400	Kg	75.92	30368
3	081120	Providing and fixing hard drawn steel wire fabric 75mmX25mm mesh of weight not less than 7.75 kg/sqm on angle iron or flat iron frame including all incidental work complete. Cost of frames to be paid separately under relevant item.	60	Sqm	479.70	28782
4	081130	Providing and fixing MS flat 25mmx6mm covering over expanded metal/hard drawn wire fabric edges (executed as per Items 081110 and 081120) along the perimeter of the angle iron or flat iron framework including all incidental work, complete	150	metre	175.83	26374

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

<b>SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA</b>						
<b>S.NO.</b>	<b>USSR ITEM NO.</b>	<b>DESCRIPTION OF ITEMS</b>	<b>APP. QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>COST RS.</b>
5	081212	Supplying and fixing rolling shutters of approved make as per IS:6248, made of required size M.S. laths interlocked together through their entire length and jointed together at the end by end locks mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete including the cost of providing and fixing necessary 27.5cm long wire spring grade no. 2 and M.S. top cover of required thickness for rolling shutters : 80mmx1.20mm M.S. laths with 1.20mm thick top cover	10	Sqm	1241.40	12414
6	082011	Providing and fixing anodised aluminium work for doors, windows, ventilators and partitions with extruded built-up standard tubular and other sections of approved make conforming to IS:733 .. contd. - For fixed portion	60	Kg	305.87	18352
7	082012	Providing and fixing anodised aluminium work for doors, windows, ventilators and partitions with extruded built-up standard tubular and other sections of approved make conforming to IS:733 .. contd. - For openable/sliding portions and fixing hinges / pivots, PVC/neoprene gasket required and making provision for fixing of fittings. (Fittings shall be paid for separately)	200	Kg	317.67	63534
8	082032	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with PVC/neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge. (Cost of aluminium snap beading shall be paid in basic item) With float/frosted glass panes of 5.5mm thickness (weight not less than 13.75 kg/sqm)	22.5	Sqm	804.86	18109

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

NO. 001/0112/0102/0102 211/2021/02

SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA							
S.NO.	USSR ITEM NO.	DESCRIPTION OF ITEMS	APP. QTY.	UNIT	RATE		COST RS.
9	083020	Providing and fixing aluminium round/square bars/ flats or grill in frame of windows and cleastory windows	10		Sqm	500.58	5006
			Total Rs.				212090
		Wood work items app. In ch. No. 7					
1	071013	Hollock wood or locally available comparable species of country wood (to be listed by respective railway) – kiln seasoned & chemically treated	977.88		cudm	44.47	44375.30
2	72015	P&F panelled/glazed shutters for doors/windows of kail wood 35 mm thick.	18		Sqm	1017.96	18323
3	072093	Providing and fixing wire gauge shutter using galvanized M.S. wire gauge of average width of aperture 1.4mm with wire of dia 0.63mm for doors, windows and clerestory windows including ISI marked bright finished or black enamelled M.S. butt hinges with nec Hollock wood or locally available comparable species of country wood (to be listed by respective railway) - kiln seasoned & chemically treated - 35mm thick	20		Sqm	1167.00	23340
4	072141	Providing and fixing to IS:2202 Part-1 marked flush door shutter decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3-ply veneering with vertical grains or cross bands and face veneers on both faces o 35mm thick including ISI marked stainless steel butt hinges with necessary screws	30		Sqm	1591.73	47752
5	074262	Providing and fixing fly proof galvanized M.S. wire gauge to windows and clerestory windows using galvanized M.S. wire gauge with average width of aperture 1.4mm in both directions with wire of dia 0.63mm : With 12mm mild steel 'U' beading	5		Sqm	343.97	1720

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

<b>SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA</b>						
<b>S.NO.</b>	<b>USSR ITEM NO.</b>	<b>DESCRIPTION OF ITEMS</b>	<b>APP. QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>COST RS.</b>
6	077180	Providing and fixing IS:3564 marked aluminium die cast body tubular type universal hydraulic door closer, hardwyn make (Classic Queen) or equivalent with necessary accessories and screws etc. complete	4	Each	669.45	2678
7	078021	Providing and fixing aluminium sliding door bolts ISI marked anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with nuts and screws etc. complete : 300mmx16mm	5	Each	178.83	894
8	078032	Providing and fixing aluminium tower bolts ISI marked anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc. complete : 250mmx10mm	3	Each	57.87	174
9	078033	Providing and fixing aluminium tower bolts ISI marked anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc. complete : 200mmx10mm	3	Each	48.55	146
10	078061	Providing and fixing aluminium handles ISI marked anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc. complete 125mm	10	Each	38.04	380
11	078062	Providing and fixing aluminium handles ISI marked anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc. complete 100mm	70	Each	33.96	2377
12	078071	Providing and fixing aluminium hanging floor door stopper ISI marked anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour and shade with	5	Each	23.56	118

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA						
S.NO.	USSR ITEM NO.	DESCRIPTION OF ITEMS	APP. QTY.	UNIT	RATE	COST RS.
		necessary screws etc. complete : Single rubber stopper				
			Total Rs.			142278
		<b>Flooring items app. In ch.no. 9</b>				
1	092012	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, but excluding the cost of nosing of steps etc. complete 40mm thick with 20mm nominal size stone aggregate	20	Sqm	120.99	2420
2	98022	Supplying and laying interlocking pre-cast CC block pavers of approved design factory manufactured of specified grade cement concrete on passenger platform, foot paths, circulating area, etc, including setting in position over 25mm thick bedding layer of fine sand, filling the joints with fine sand, leveling including compaction as per IS 15658 ( 60 MM Thick of M-30 )	160	Sqm	606.21	96994
3	98030	Extra over items for using plastic moulds if specifically ordered	160	Sqm	43.67	6987
4	98040	Extra over items for lacquer finish	160	Sqm	68.06	10890
5	095013	Providing and fixing Ist quality ceramic tiles conforming to Group B-III (Ceramic Wall Tiles) of IS:15622 of manufacturers approved by railway in all colours, shades, and design as approved by the Engineer-in-Charge in <b>skirting, risers</b> of steps and dado over 12mm thick bed of cement mortar 1:3 (1cement: 3coarse sand) including pointing in white cement mixed with pigment of matching shade complete <b>300x450 mm and above</b>	80	Sqm	646.97	51758

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA						
S.NO.	USSR ITEM NO.	DESCRIPTION OF ITEMS	APP. QTY.	UNIT	RATE	COST RS.
6	095026	Providing and fixing ceramic tiles conforming to IS:15622 of manufacturers approved by railway in all colours, shades, design and abrasion resistance class as approved by the Engineer-in-Charge in <b>floors and landings</b> over 20mm thick bed of cement mortar 1 Of Group B-I-a of IS:15622 ( <b>Vitrified tiles</b> ) of size <b>above 400mmx400mm upto 600mmx600mm</b>	160	Sqm	932.87	149259
7	95021	roviding and fixing ceramic tiles conforming to IS:15622 of manufacturers approved by railway in all colours, shades, design and abrasion resistance class as approved by the Engineer-in-Charge in floors and landings over 20mm thick bed of cement mortar 1 Of Group B-I-a of IS:15622 (Vitrified tiles) of size 300x300 mm	25	Sqm	462.61	11565
			<b>Total Rs.</b>			<b>329872</b>
		<b>Roofing items app. In ch. No. 10</b>				
1	104130	Providing gola 75x75mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate-10mm and down gauge) including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design in 75mmx75mm deep chase	37	metre	54.98	2034
2	104140	Making khurras 45cmx45cm with average minimum thickness of 5cm cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20mm nominal size) over P.V.C. sheet 1mx1mx400micron, finished with 12mm cement plaster 1:3 (1 cement : 3 coarse s	3	Each	96.00	288
3	108162	Providing and fixing on wall face unplasticised - Rigid PVC single socketed rain water pipes conforming to IS: 13592 Type A including jointing with seal ring conforming to IS: 5382 leaving 10mm gap for thermal expansion.	30	Per Mtr	182.18	5465

Tenderers Signature

For DFCCIL



No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA							
S.NO.	USSR ITEM NO.	DESCRIPTION OF ITEMS	APP. QTY.	UNIT	RATE	COST RS.	
		110 mm dia					
4	108172	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories 110 mm dia Coupler	3		each	213.16	639
5	108182	Providing and fixing on wall face unplasticised - PVC moulded bend and shoe Bend 87.5o, 110mm dia bend	6		each	236.39	1418
			Total Rs.			9845	
		Plastering/pointing items app. In ch. No. 11					
1	111012	12mm cement plaster of mix - 1:6 (1 cement : 6 fine sand)	950		Sqm	57.38	54513
2	112040	Providing and applying plaster of Paris putty of 2mm average thickness over plastered surface to prepare the surface even and smooth complete	950		Sqm	62.28	59166
						113679	
		W/Washing, Distempering, oil bound items app. In ch. No. 11					
1	115080	Finishing walls with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications with two or more coats applied @ 1.25 litre/10 sqm over and including one coat of Special primer applied @ 0.75 litre/10sqm	950		Sqm	69.65	66165
		Painting items app. In ch. No. 12					
1	121011	Applying Priming Coat : With ready mixed pink or grey primer of approved brand and manufacture on woodwork (hard and soft wood)	20		Sqm	19.08	382
2	121013	Applying Priming Coat : With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanized iron/steel works	160		Sqm	14.97	2396
3	121051	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade Two or more	160		Sqm	40.81	6530

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA						
S.NO.	USSR ITEM NO.	DESCRIPTION OF ITEMS	APP. QTY.	UNIT	RATE	COST RS.
		coats on new work				
			Total Rs.			9307
		<b>G.I.Pipe items app. In ch. No. 13</b>				
1	131131	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc. Internal work – Exposed on wall 15mm dia. nominal bore	10	metre	131.57	1316
2	131151	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including trenching and refilling etc. External work 15mm dia. nominal bore	40	metre	128.42	5137
3	131141	Providing and fixing medium grade G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the wall etc. : <b>Concealed</b> pipe including painting with anti-corrosive bitumestic paint, cutting chase and making good the wall 15mm dia. nominal bore	60	metre	170.10	10206
4	136131	Providing and fixing G.I. Union in G.I. pipe including cutting and threading the pipe and making long screws etc. complete (new work) 15mm nominal bore	8	Each	94.34	755
5	136133	Providing and fixing G.I. Union in G.I. pipe including cutting and threading the pipe and making long screws etc. complete (new work) 25mm nominal bore	2	Each	155.94	312
			Total Rs.			17725
		<b>WSD Items app. Im ch. No. 13,14,15</b>				
1	132031	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) 25mm nominal bore	2	Each	419.88	840
2	132200	Providing and fixing C.P. brass long body bib cock, 15mm nominal bore, of approved quality conforming to IS standards and weighing not less than 690 gm	3	Each	421.62	1265

Tenderers Signature

For DFCCIL



No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA						
S.NO.	USSR ITEM NO.	DESCRIPTION OF ITEMS	APP. QTY.	UNIT	RATE	COST RS.
		C.P. brass spreaders with brass Range of two urinal basins with 10 litres white P.V.C. automatic flushing cistern				
11	151071	Providing and fixing <b>wash basin</b> with C.I./M.S. brackets, 15mm C.P. brass pillar taps, 32mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls, wherever required : White, vitreous china wash basin size 630mmx 450mm with a pair of 15mm C.P. brass pillar taps	2	Each	1942.55	3885
12	152032	Providing and fixing Stainless Steel AISI-304 (18/8) kitchen sink without drain board as per IS:13983 with C.I. brackets and stainless steel plug 40mm including painting of fittings and brackets, cutting and making good the walls, wherever required : 610mmx460mm bowl depth 200mm	1	Each	3389.20	3389
13	152110	Providing and fixing 600mmx450mm bevelled edge mirror, 5.5mm thick of float glass (of approved quality) complete with 6mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete	2	Each	706.70	1413
14	153550	Providing and fixing Toilet paper holder (C.P. Brass) having approx. weight 250 gm	2	Each	190.04	380
16	153410	Providing and fixing Towel rail (C.P.) brass 15mm dia. x 600mm long having approx. weight 500 gm	2	Each	413.49	827
17	153012	Providing and fixing soil, waste and vent pipes 100mm dia. centrifugally cast (spun) iron S&S pipe as per IS:3989	25	metre	599.73	14993

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA							
S.NO.	USSR ITEM NO.	DESCRIPTION OF ITEMS	APP. QTY.	UNIT	RATE		COST RS.
18	153031	Providing and fixing M.S. holder-bat clamps of approved design to sand cast iron/cast iron (spun) pipe embedded in and including cement concrete blocks 10cmx10cmx10cm of 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) inc	10		Each	123.24	1232
19	153042	Providing and fixing bend of required degree with access door, insertion rubber washer 3mm thick, bolts and nuts complete 100mm dia. sand cast iron S&S as per IS-3989	10		Each	565.30	5653
20	153052	Providing and fixing plain bend of required degree : 100mm dia. sand cast iron S&S as per IS-3989	10		Each	286.54	2865
21	153062	Providing and fixing heel rest sanitary bend : 100mm dia. sand cast iron S&S as per IS-3989	6		Each	333.00	1998
22	153092	Providing and fixing single equal plain junction of required degree with access door, insertion rubber wash 3mm thick, bolts and nuts complete 100mmx100mmx100mm sand cast iron S&S as per IS-3989	6		Each	646.61	3880
23	153232	Supplying, fitting and fixing cowls to vent pipes : Wire cowls for pipes of size 100/150 mm dia.	2		Each	117.89	236
24	153242	Providing and fixing collar : 100mm centrifugally cast (spun) iron S&S as per IS-3989	4		Each	298.16	1193
25	153251	Providing lead caulked joints to sand cast iron/ centrifugally cast (spun) iron pipes and fittings of diameter : 100mm	5		Each	205.78	1029
26	141012	Providing, laying and jointing glazed stoneware pipes grade ‘A’ as per IS:651 including bends etc. with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete 150 mm diameter	25		metre	245.52	6138
			Total Rs.				79564
		Cement items app. In ch. No. 3					
1	33061	Supply and using cement at worksite : OPC 43 Grade	20		Tonne	5474.00	109480

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

<b>SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA</b>						
<b>S.NO.</b>	<b>USSR ITEM NO.</b>	<b>DESCRIPTION OF ITEMS</b>	<b>APP. QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>COST RS.</b>
2	33063	Supply and using cement at worksite : PPC	22.5	Tonne	5198.00	116955
			<b>Total Rs.</b>		<b>226435</b>	
		<b>General items</b>				
1	011011	Earth work in excavation as per approved drawings and dumping at embankment site or spoil heap, within railway land, including 50m lead and 1.5m lift, the lead to be measured from the centre of gravity of excavation to centre of gravity of spoil heap; the lift to be measured from natural ground level and paid for in layers of 1.5m each including incidental work, as per specifications All kinds of soils	60	cum	81.36	4882
2	012010	Extra over item 011010 for excavation in foundations for buildings and bridges to cover dressing to neat dimension and plumbing sides etc. Note : Dressing under this item is payable for the total quantity of excavation in foundation and not partly.	60	cum	8.70	522
3	012040	Filling, watering and ramming earth in 15cm layers in floors and foundations with surplus earth from foundations including 50m lead and 1.5m lift	30	cum	18.30	549
4	012050	Supplying and filling sand in plinth and under floors including watering, ramming, consolidating and dressing complete	15	cum	725.00	10875
5	013120	Earthwork in filling in embankment, guide bunds, around buried type abutments, bridge gaps, trolley refuges, rain bunds, if provided, platforms etc. with earth excavated from outside railway boundary entirely arranged by the contractor at his own cost as per RDSO's latest guidelines and specifications and special condition of contract including all leads, royalty, lifts, ascents, descents, crossing of nallahs or any other obstructions. The rates shall include all dressing of bank to final profile, demarcation	90	cum	213.67	19230

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

SCOPE OF WORK FOR CONSTRUCTION OF CONFERENCE HALL / CHAMBERS ETC. IN C/WITH EXTENSION OF DFCCIL OFFICE AT AMBALA						
S.NO.	USSR ITEM NO.	DESCRIPTION OF ITEMS	APP. QTY.	UNIT	RATE	COST RS.
		and setting out of profile, site clearance, removing of shrubs, roots of vegetations growth, heavy grass, benching of existing slope of old bank, all handling/re-handling, taxes, octroi and royalty etc. as a complete job.				
6	171690	Providing & applying Pre-Construction Anti-Termite treatment to proposed structure, with application of Imidacloprid 30.5% SC @ 0.075% concentration mixed with water in ratio of 1:475, as per detailed specifications given in Indian Railways Standard Spec	86	Sqm	70.81	6089
7	182013	Dismantalling brick work in Cement mortar.	15	Cum	348.90	5234
			Total Rs.			47381

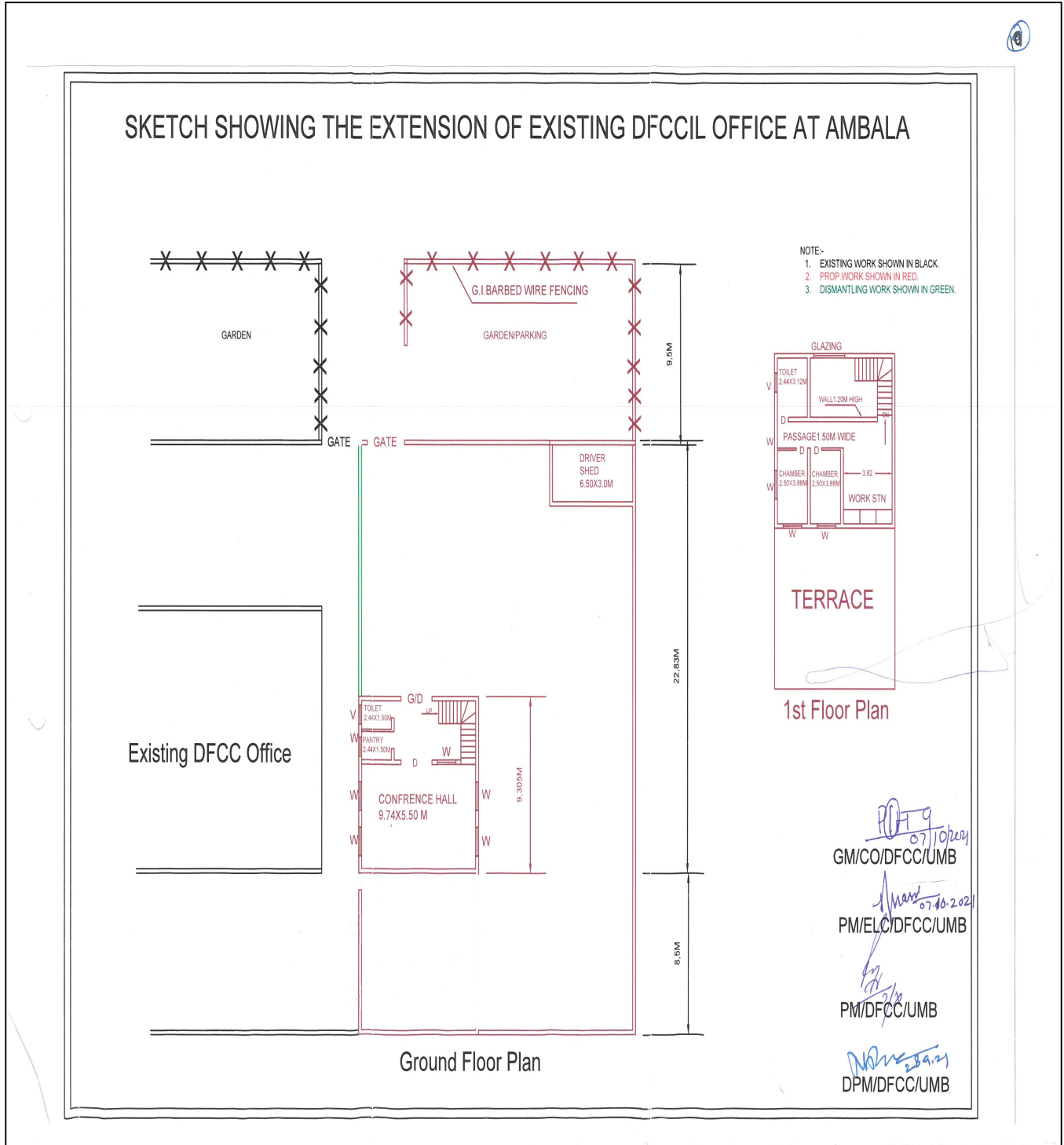
**NOTE: All electrical MS conduits and Fan/switch boxes etc., shall be provided by the bidder, and nothing extra shall be paid on this account.**

\*\*\*\*\*

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

**Schematic Diagram**

Tenderers Signature

For DFCCIL



No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

## Section -8

## TENDERFORMS

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	Contract Agreement
Form No. 5	Performance Guarantee Bond
Form No. 6	Standing indemnity bond for on account payment.
Form No. 7	ECS/NEFT/RTGS
Form No. 8	Format for affidavit to be uploaded by Tenderer along with the Tender Document
Form No. 9	Proforma for Time Extension
Form No. 10	Proforma of 7 days Notice
Form No. 11	Proforma of 48 Hours Notice
Form No. 12	Proforma of Termination Notice
Form No. 13	Format of Integrity pact

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 1

## OFFER LETTER

Tender No.....

Name of work.....

To,

Dy. Chief Project Manager/Engg.,

DFCCIL, Ambala

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.;
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of **90 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in DFCCIL/Indian Railways
- (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.
- (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 .....

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 2

## 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

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 2A

## TECHNICAL ELIGIBILITY CRITERIA DETAILS

Details of the similar works completed (as per Para 12.0 (i) (A)  
in Section -4 of Preamble and Scope of Works)

S. No.	Description	Details to be filled by Tenderer	
1	Contract Identification/ Contract Agreement No.		
2	Award date		
3	Date of Completion		
4	Role in Contract	Single Entity <input type="checkbox"/>	Partnership Firm <input type="checkbox"/>
5	Total Contract Value of COMPLETED Single works		
6	Total payment received against this contract before Tender Opening Date		
7	If member in a Partnership Firm, specify participation in total Contract amount	[insert a percentage amount]	Total contract amount in Rs.
8	Employer's Name: Address: Telephone/fax number E-mail:		
9	Description of the similarity in accordance with Criteria 12.0 (i) (A)		

The bidder shall attach Certified completion certificates issued by the Employer.

Signature of the  
Tenderer with Seal

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 2B

## FINANCIAL ELIGIBILITY CRITERIA DETAILS

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

Name of Bidder/ Partnership firm

Details of contractual payments received during the last three financial years and current financial year

Contractual payments received	
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.

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

Signature of the  
Tenderer with Seal

Signature, Seal & Registration No. of Chartered Accountant

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 2C

## 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

☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.☐ 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

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 3

## SUMMARY OF PRICES

From: \_\_\_\_\_

To, \_\_\_\_\_

Dy. CPM/Engg.

DFCCIL

Dear Sir,

SUB.:- Construction of Conference Hall/Chambers in c/w extension of DFCCIL office at Ambala.

I/We the undersigned hereby offer the summary of prices for the subject work as under:

-

S.No.	Item	Total Prices (Rs)	%age above / par / below on Total Prices to be quoted by tenderers
1	Total of Schedule Prices	32,23,296/-	This is for view only and the bidder has to quote the bid in ONLINE mode only.

Notes:

- i) The above prices are inclusive of all taxes, duties, levies etc. excluding GST as applicable on work contract. GST as applicable will be paid as per extant norms.
- ii) The tenderer should quote single percentage above / par / below for all items.
- iii) 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 conversion it will be considered to be on plus side.

Signature of the Tenderer (s) with Seal

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

## SAMPLE CONTRACT AGREEMENT

FORM No. 4

THIS AGREEMENT ("Agreement") is made in ..... office 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

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

WHEREAS in reference to a call for Tender for [Name of Work]. As per [Tender No] at Annexure "A" here to, the Contractor has submitted a Tender here to and where as the said Tender of the contractor has been accepted for the captioned work as per copy of the Letter of Acceptance of Tender No----- dated ----complete with enclosure at the accepted rates and at an estimated contract value of Rs. \_\_\_\_\_ (Rupees\_ only). Now the agreement with witnesseth to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure 'A' and 'B' hereto and upon such supply, execution and performance to the satisfaction of the 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 WHERE OF the parties hereto have caused their respective Common Seals to be here unto affixed/ (or have here unto set the irrespective 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

Tenderers Signature

For DFCCIL



No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name

SAMPLE

FORM No. 5

Name of the Bank : .....

GM/CO/UMB/DFCCIL

Bank Guarantee Bond No.....

Acting through .....

(Designation Dated and address of contract signing authority)

## PERFORMANCE GUARANTEE BOND

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

1. We (indicate the name of the Bank) hereinafter referred to as the Bank, under take to pay the Government an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) on demand by the government.
2. We \_\_\_\_\_ (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the GM/CO/UMB, Dedicated Freight Corridor Corporation of India Limited, UMB or (Designation & Address of contract signing authority, DFCCIL stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only).
3. (a) We \_\_\_\_\_ ( indicate the name of Bank ) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_ (Designation & Address of contract signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

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

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

6. We \_\_\_\_\_ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).
8. We \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid up to \_\_\_\_\_ (Date of completion plus 60 days beyond that). Unless extend on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ only) unless a demand under this guarantee is made on us in writing on or before we, shall be discharged from our liabilities under this guarantee thereafter.

Dated \_\_\_\_\_ the day of the for \_\_\_\_\_  
(indicate the name of Bank)

Signature of Bank Authorize official  
(Name):

Designation:

Full Address.

Witness:

1. \_\_\_\_\_

2.

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 6

**Bid Securing Declaration Form**

To,

Date: \_\_\_\_\_

General Manager/Coordination/UMB, DFCCIL  
 Dedicated Freight Corridor Corporation of India Limited  
 Old Railway Colony, Near Anand Market,  
 Ambala - 133001, Haryana, India

I/We (....Name of Tenderer....), the undersigned declare that:

I/We understand that, I/We have been exempted from submission of Bid Security/Earnest Money in lieu of this Bid Securing Declaration.

I/We understand and accept that if I/We withdraw my/our bid within Bid Validity Period or if awarded the tender and on being called upon to submit the Performance Guarantee/ Performance Security fail to submit the same within the stipulated time period mentioned in the tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We ie the Tenderer shall be banned from submission of tender/bid in any Works/Service Tenders issued by DFCCIL / Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

I/We further understand and accept that I/We may be banned from bidding for any Works/Service Tender with DFCCIL / Indian Railways for a period of 12 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/ We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Tender.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(insert signature of person whose name and capacity are shown)

in the capacity of

(Insert legal capacity of person signing the Bid Securing Declaration)

Name

(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 7

ECS/NEFT/RTGS

MANDATE FORM

Date :-

To,

Dy. CPM/Engg.

DFCCIL, UMB

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

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No.8

## FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENT

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

Tender Notice

No..... Name of

Work:.....

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

M/s ..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of .....

.....as per the tender No.....of (.....

Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender document from the website [www.tenderwizard.com](http://www.tenderwizard.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e evolution of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

document/credentials submitted along with the offer and same shall be binding upon me/us.

6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.
7. I/we understood that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (insert name of the tenderer)\*\*..... and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

Attestation before Magistrate/Notary Public

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 9

Registered Acknowledgement Due

## 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

Tenderers Signature

For DFCCIL



No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 10

Registered Acknowledgement Due

## 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

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 11

Registered Acknowledgement Due

## 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

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

FORM No. 12

Registered Acknowledgement Due

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

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

Form no. 13

## PRE CONTRACT INTEGRITY PACT

## General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----  
 -----day of the month of----- 2020, between, on one hand, the DFCCIL acting  
 through Shri ----- Designation of the officer, (hereinafter called the CLIENT,  
 which expression shall mean and include, unless the context otherwise requires, his successors  
 in office and assigns) of the First Part and M/s----- represented by Shri -----  
 --Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean  
 and include, unless the context otherwise requires, his successors and permitted assigns) of the  
 Second part.

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

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

NOW, THEREFOR,

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

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

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

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

Commitments of the CLIENT

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

1. The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

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.

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

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

The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or

other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.

\* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.

\* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.

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].

The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The [A] shall not use improperly, for purposes of competition or personal gain, or

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

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.

The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.

The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

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

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

The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.

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)

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

While submitting commercial bid, the [A] shall deposit an amount \_\_\_\_\_ as Money/Security Deposit, with the CLIENT through any of the following instruments:-

1. Bank draft or a pay order in favor of \_\_\_\_\_.
2. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to 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 or payment.
3. Any other mode or through any other instrument (to be specified in the RFP).

The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

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 sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

No interest shall be payable by CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

#### 6.0 Sanctions for Violations

Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required :-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of

Tenderers Signature

For DFCCIL



No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.

1. 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].

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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.

The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems were supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

8. Independent Monitors

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)

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.

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

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.

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.

The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the

Tenderers Signature

For DFCCIL

No. CGM/UMB/DFCCIL/OFFICE EXT./2021/02

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

#### 12. Validity

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].

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 .....

CLIENT

BIDDER

Name of the officer

.....

Designation

Deptt./Ministry/PSU

Witness

witness

1. ....

2. ....

Note:

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

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

\*\*\*\* End of Tender Document\*\*\*\*

Tenderers Signature

For DFCCIL