

TABLE OF CONTENTS

Packet	Section No.	Details	Page Nos.
1st Packet	Section-I	1. Tender Notice 2. Invitation For Tenders	2- 6
	Section-II	(i) Format for covering letter of tender (ii) Checklist of documents to be submitted	7- 8
	Section – III	General Instructions to tenderers	9- 14
	Section-IV	Scope of Works	15
	Section-V	Special Conditions of Contract	16- 20
		Annexures I to V	21- 27
	Section – VI	General Conditions of Contract	1-68
	Section-VII	Drawings	2 Nos.
2nd Packet	Section -VIII	Schedule of Items Rates & Quantities	Civil

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA
LTD.
(A PSU under Ministry of Railways)**

TENDER NOTICE

No DFCCIL/DY.CPM/CORP OFF/1

Dt:06-12-2010

DY.CHIEF PROJECT MANAGER, DFCCIL, First floor, A-102, Sector-4, NOIDA for and on behalf of DFCCIL invites sealed open tenders for the following works:

SNo	Name of Work	Date of Opening	Cost of Tender Form	Approx. Cost	Earnest Money
1	Comprehensive consultancy services for multi story complex for corporate office of DFCCIL at Noida. Period- 6 months	11-01-2011	Rs.5000/-	Rs. 22,00,000/- (Rupees Twenty Two Lacs Only)	Rs.44,000/- (Rs forty four thousand only)
2	Hiring of 2 (two) multi utility vehicles on monthly basis for DFCCIL for two years. Make/Model : Scorpio/Innova/Tata Safari/Tata Aria or equivalent of Year 2010 or later.	11-01-2011	Rs.3000/-	Rs.20,64,000/- (Rupees Twenty Lacs Sixty Four Thousand Only)	Rs.41,300/- (Rupees Forty one thousand three hundred only)

Tender form can be purchased from the office of Dy.CPM/NOIDA at First floor, A-102, Sector-4, NOIDA at 1000 Hrs to 1700 Hrs upto **10-01-2011** and 1000 Hrs to 1200 Hrs on **11-01-2011** on payment (not refundable) in the form of Demand Draft/Bankers Cheque issued by any nationalized bank of India or any scheduled bank of India, in favour of DFCCIL, New Delhi, payable at New Delhi.

The tender document can be downloaded from the website www.dfccil.org after 15-12-2010.

DY.CPM/NOIDA

Dedicated Freight Corridor Corporation of India Ltd.
First Floor, A- 102, Sector- 4, NOIDA (GB Nagar)

Section I.

Invitation For Tenders (IFT)

Dear Sir,

.....
.....
.....

1.0 Dy.Chief Project Manager, DFCCIL, First Floor, A- 102, Sector- 4, NOIDA (GB Nagar) for and on behalf of DFCCIL/NOIDA invites sealed open tenders **in two packets (Technical Bid & Financial Bid)** from tenderers for undertaking the following work:

Tender No.	Name of work
DFCCIL/DY. CPM/CORP OFF/1/1	Comprehensive consultancy services for multy story complex for corporate office of DFCCIL at NOIDA

2.0 **DETAILS OF TENDER DOCUMENTS**

2.1 **Tender Documents:** The interested Tenderers may collect the tender documents from the address given below between 10.00 hrs and 17.00 hrs on any working days upto 10-01-2011 and at 10.00 hrs to 12.00 hrs on **11-01-2011**, on payment of **Rs.5000/-** in the form of Demand Draft/Bankers Cheque issued by any nationalized bank of India or any scheduled bank of India, in favour of DFCCIL, New Delhi, payable at New Delhi. Tender Documents can be downloaded from www.dfccil.org. All such tender documents must accompany with the cost of tender forms amounting to Rs 5000/- payable in the form described above.

2.2 **Tenders must be accompanied by Earnest Money Deposit (Tender Security) of Rs. 44,000/- (Forty four thousand only)** in the form of Demand Draft/Bankers Cheque/FDR issued by any nationalized bank of India or any scheduled bank of India, in favour of Dedicated Freight Corridor Corporation of India Ltd, New Delhi, payable at New Delhi. Tenders received without earnest money shall be summarily rejected.

- 2.3 **Date of Receipt and opening of Tenders :** The completed Tenders(in two packets) addressed to DyCPM/DFCCIL/NOIDA and superscribed the name of work must be delivered in the tender box at the address given below **upto & not later than 15.00 hrs on 11-01-2011 and the same shall be opened at 15.30 hrs** on the same day in the presence of Tenderers who choose to remain present. DFCCIL will not be responsible for any delays in receiving the Tendering documents by the Tenderer or receipt of Tenders by DFCCIL.

Financial Bid will be opened only when Technical Bid is found suitable.

- 2.4 **Address for Communication:** Interested Tenderers may obtain further information from the address given below:

Dy.Chief Project Manager, DFCCIL, First Floor, A- 102, Sector- 4, NOIDA (GB Nagar), Mobile No 09650390380 and email vsaxena@dfcc.co.in

- 2.5 Tenderers are requested to give unconditional offers only. A conditional offer, having financial implication, will be summarily rejected.

3.0 Completion Period

The total time for completion of work shall be **06 months** from the date of issue of Letter of Acceptance by DFCCIL. Time is the essence of the Contract.

Time Schedule

SN	Description	Date of submission from the date of issue of Letter Of Acceptance
1	Detailed justification of location of corporate office, and Concept Plan along with computer simulation	06 weeks
2	Plans, Detailed drawings, BOQ and Tender Documents	10 weeks
3	Submission of Plans & relevant papers to local authorities for approval, and Structural Design	18 weeks
4	Preparation of Detailed Project Report	24 weeks

4.0 Minimum eligibility criteria for the work is as under:

- (i) The bidder should have completed/done consultancy for at least one public building/ office of Govt. Department/ Indian Railways for the similar nature of work upto the date of submission of tender.
- (ii) The total turnover of the bidder during the last three financial years and in the current financial year i.e. during 2007-08, 2008-09, 2009-10 and 2010-11 should be minimum of Rs 25 lakhs for the similar nature of work. Bidders are required to submit certificate to this effect duly certified by their Chartered Accountant based on their audited balance sheet.
- (iii) He should have got atleast 10 (ten) nos of designs approved from Govt Departments for the similar nature of work.
- (iv) The similar nature of work means: **“Design and preparation of drawings for Buildings/Bridges”**.
- (v) Joint Ventures will not be permitted.
- (vi) Tenderers must submit the documents/certificates in support of information submitted against para 4.0 (i,ii,iii) failing which his/their offer may be rejected without any correspondence with the tenderers at the sole discretion of DFCCIL All the documents/certificates of the completed works should be from Govt. organization/Indian Railways/PSUs /Public/ Private Ltd. Companies. **At least one best constructed structure of Architect should be offered for site visit** of DFCC. DFCC may go for site visit and meet the management of the Organization for which the building was created to ascertain the involvement of Architect and efficacy of construction.
The certificates from private individuals for whom such works are executed/being executed shall not be accepted.
- (vii) **CVs of main Architect and Structural Designer are required to be provided in the Technical Offer.** The important works carried out by them should be listed (private or public).

5.0 General

- 5.0 Details of Scope of Works is available in Section- IV
- 5.2 Tender document is non-transferable. Tenders received from Tenderers in whose name Tender Document has been issued from DFCCIL shall only be considered. Tender Documents can be downloaded from internet also.
- 5.3 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post.
- 5.4 The Offer should be **valid for 90 days** from the date of opening of the tender, being extended further if required by mutual agreement from time to time. The Tenderers cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of earnest money.

6.0 Priority Clause

In case of any disagreement in the conditions given in the Tender Documents following priority order shall be followed:

- (i) Schedule of Items Rates & Quantities,
- (ii) Scope of Work,
- (iii) Special Conditions of Contract,
- (iv) General Conditions of Contract; General Instructions to Tenderers.

Thanking you,

Yours faithfully,

(Vivek Saxena)
Dy.CPM/NOIDA
DFCCIL

Dedicated Freight Corridor Corporation of India Ltd.

Section II

(i) Format for covering letter of Tender.

(On letter head of firm/company)

To,

Dy.Chief Project Manager, DFCCIL
First floor, A-102, Sector- 4, NOIDA

Sub- Comprehensive consultancy services for multy story complex for
corporate office of DFCCIL at NOIDA

Ref: Tender Notice No. DFCCIL/DY.CPM/CORP OFF/1/1

1. I /We..... have read the various conditions of tender attached hereto and hereby agree to adhere by the said conditions. I 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 Deposit". I/We offer to do the work as set out in the Tender Document. I/We also agree to tender by the General Conditions of the Contract and to carry out the work according to the specification and Special Conditions of contract as laid down by the DFCC Administration for the execution of present contract.
2. A sum of Rs. is being submitted as **Earnest Money Deposit** in the form of Demand Draft/ Bankers' Cheque/FDR No.dated.....issued by.....
(Name & Branch of Bank). 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 7 (seven) days of receipt of notice by the DFCC administration that such documents are ready:
 - ii) I /We do not submit a Performance Security in the form of Bank Guarantee equal to 5% of contract value as per the proforma prescribed by DFCC, within 14 days of issue of Letter of Acceptance.
 - iii) I/We do not commence the work within 7 days after receipt of letter to proceed.
3. 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 offer for the work.

Signature of Tenderer/Contractor

Contractor's Address
Signature of Witness
Name & Address of Witness

ii) Check List for Document to be submitted

S. No.	Documents to be Attached	Tick appropriate option
1.	Earnest Money Deposit of requisite amount in the prescribed form	Yes/No
2.	Tender document cost of requisite amount in the prescribed form, in the case of Tender Document downloaded from web site.	Yes/No
3.	The Covering Letter as per format given in the Section II(i).	Yes/No
4.	i)Details of completed works in last 3 years and current financial year in the form prescribed in Annexure – I ii) The relevant documents and certificates from the client.	Yes/No Yes/No
5.	Power of Attorney of the person signing the tender documents in original if specific to this work or photocopy of the General Power of Attorney of the Company in favour of the person signing the tender, duly attested by Notary Public.	Yes/No
6.	Complete Tender document including corrigendum duly stamped and signed by the Tenderer on each page -in two packets- 1st- Technical Bid (Section- I to VII) and 2nd- Financial Bid (Section- VIII)	Yes/No
7.	Schedule of Rates & Quantities (Sec- VIII) duly filled in, stamped and signed on each page by the Tenderer.	Yes/No
8.	Annual turnover of the company/firm for the last three financial years and current financial year with supporting documents Annexure II	Yes/No
9.	Certified Copy of Sales Tax/Works Contact Tax Registration Certificate (as applicable)	Yes/No
10.	Certified Copy of Registration of Company, Partnership deed /Memorandum and Articles of Association of the firm.	Yes/No
11.	Constitution of the firm in the form prescribed in Annexure –III	Yes/No
12.	CVs of Architect and Structural Designer with all supporting papers	Yes/No

Dedicated Freight Corridor Corporation of India Ltd.

Section III

General Instructions to Tenderers

Important contract conditions have been compiled for information of the Tenderer as under:

- 1.0 **Name of Work-** Comprehensive consultancy services for multy story complex for corporate office of DFCCIL at NOIDA

Sr. No.	Conditions	Clause	Details in brief
1	Employer Name & Address	Section-I Clause 2.4	Dy.Chief Project Manager, DFCCIL First floor, A-102, Sector- 4, NOIDA
2	Employers Representative	Sec.VI/ GCC Clause 3	Architect and/or DFCC nominated engineer
3.	Address for communication	Section – 1 Clause 2.4	Dy.Chief Project Manager, DFCCIL, First Floor, A- 102, Sector- 4, NOIDA (GB Nagar), Mobile No 09650390380 and email vsaxena@dfcc.co.in
4	Tender details:- a. Date & Time for sale of Tenders b. Cost of Tender documents c. Address	Section – 1, Clause - 2.1 Section – 1, Clause -. 2.1 Section – 1, Clause - 2.4	10.00 hrs to 17.00 hrs on any working day upto 10-01-11 & 10.00 hrs to 12:00 hrs on 11-01-2011 Rs. 5000/- Dy.Chief Project Manager, DFCCIL, First Floor, A- 102, Sector- 4, NOIDA (GB Nagar),
5.	Estimated Cost of Work	Clause 2.2	Rs. 22 Lacs.
6.	Total time of Completion	Section – I Clause 3	6 months from the date of issue of Letter of Acceptance.

7.	Earnest Money Deposit/ Tender Security	Section -I, Clause 2.2	Rs. 44,000/-.
8.	Last Date & time of Receipt of Tenders (in two packets)	Section – I , Clause 2.3	On 11-01-2011 at 15:00 hrs
9.	Date & time of opening of Tenders	Section – I, Clause 2.3	On 11-01-2011 at 15.30 hrs
10.	Minimum Eligibility Criteria	Section – I, Clause -4	One similar work of Govt Dept/Indian Rlys and total turnover of Rs 25 lacs in current year and last three financial years etc.
11.	Validity of offer	Section – I, Clause -5.3	90 days from date of opening of tender
12.	1.Performance security 2.Security Deposit	Section -III Clause 16-17	Prescribed amount on approved format
13	Defect Liability Period	Section-III Clause 21	two months after completion of work

2. SUBMISSION OF TENDERS:-

- 2.1 The tenders shall be submitted in two packets (Technical Bid & Financial Bid) as per the format of DFCC enclosed herewith before or on 11th Jan, 2011 upto 15:00 hrs in the Office of Dy.Chief Project Manager, DFCCIL, First Floor, A- 102, Sector- 4, NOIDA (GB Nagar).
- 2.2 The tender shall be addressed to: “DY.CHIEF PROJECT MANAGER/ DFCCIL, NOIDA” AND CLEARLY INDICATED ON TOP AS **TECHNICAL BID AND FINANCIAL BID ON SEPARATE ENVELOPES.**
- 2.3 Tenders submitted by post shall be sent as “REGISTERED POST ACKNOWLEDGEMENT DUE” and shall be posted with due allowance for any postal delay. The tenders received after the due date and times of opening are liable to be rejected. Telegraphic offers and offers received by telex or e-mail shall not be considered.
3. Tenders shall be opened at the date and time (i.e. 11TH January, 2011 at 15:30 hrs) as specified in the tender notice and any amendments thereof in the presence of such of those Tenderers or their authorized representatives who may be present in the Office of Dedicated Freight Corridor Corporation of India Ltd. at First Floor, A- 102, Sector- 4, NOIDA (G B Nagar).
4. The Tenderer shall closely peruse all the clauses, specifications indicated in the Tender Documents before quoting. Should the Tenderer have any doubt about the meaning of any portion of the Tender specifications or find

- discrepancies/omissions in the tender documents issued or shall require clarification on any of the technical aspects, Scope of Work etc., he shall at once contact the authority inviting the tender for clarification at least seven days before the due date of submission of the tender.
5. After award of contract to the successful Tenderer, if it is observed that there is any discrepancy or confusion about any specifications or interpretation of any item, the interpretation of specifications shall be finalized by the Architect based on the functional and aesthetic requirements of overall design of office and will be approved by DFCC.
 6. Before Tendering, the Tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.
 7. The Tenderers should quote for all the items in the Tender schedule. The rates should be quoted in English Language and International numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, rates mentioned in words shall be treated as valid rate. For the purpose of tender, the metric system of units shall be used. In case of absence of rates in figure or words, the tender will be rejected.
 8. All entries in the tender shall be written in ink. Erasers and over writing are not permitted. All cancellations and insertions shall be duly attested and signed by the Tenderers.
 9. Lay out plans & other key plans enclosed are for the guidance of the Tenderers.
 10. **EARNEST MONEY DEPOSIT (TENDER SECURITY):**

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit of Rs.44,000/- in the form of **Demand Draft/Fixed Deposit Receipt/Bankers cheque** issued by any nationalized /scheduled bank in favour of **Dedicated Freight Corridor Corporation of India Ltd** payable at New Delhi.

 - 10.1 Demand Draft only from Nationalized/Schedule Banks duly pledged in favour of Dedicated Freight Corridor Corporation of India Ltd., payable at New Delhi will be accepted. The earnest money shall be valid for **28 days beyond the original validity period of the tender i.e. 90 days or beyond any period of extension , if requested.**
 11. Tenders received **without Earnest Money in full** in the manner prescribed above shall be summarily rejected.
 - 11.1 The Earnest Money Deposit of the successful Tenderer, will be retained towards part of Security Deposit.

12. In case of unsuccessful Tenderers, the Earnest Money will be refunded to them after finalization / award of the tender.
- 12.1 Dedicated Freight Corridor Corporation of India Ltd. reserves the right of **forfeiture of Earnest Money Deposit (EMD)** in case the successful Tenderers:
- a) After opening of Tender, revoke/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.
 - b) Fails to submit the Performance Security (Contract Performance Guarantee) as specified in General Conditions of Contract.
 - c) Fails to start work as may be indicated in the Letter of Acceptance.

The forfeiture of Earnest Money Deposit shall also be applicable if the work is terminated at any stage as per the General Conditions of Contract.

13. **AUTHORISATION AND ATTESTATION:**

Tenders shall be signed by the person duly authorized /empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents shall be submitted alongwith the tenders.

14. **VALIDITY OF OFFER**

The offer shall be kept open for acceptance for a minimum period of **90 days from the date of opening of tenders**. In case Dedicated Freight Corridor Corporation of India Ltd., calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the Tenderers.

15. **EXECUTION OF CONTRACT**

The successful Tenderers' responsibility under this contract commences from the date of issue of Letter to Proceed/Letter of Acceptance by Dedicated Freight Corridor Corporation of India Ltd. The successful Tenderer shall be required to execute an agreement in the prescribed Proforma enclosed herewith with the Dedicated Freight Corridor Corporation of India Ltd. within two weeks of acceptance of his tender.

16. **PERFORMANCE SECURITY**

Within 15 days of receipt of the Letter of Acceptance, the successful Tenderer shall furnish **Performance Security for 5(Five)% of the contract value, in the form of a bank guarantee** from a scheduled commercial bank in India on the standard proforma enclosed (Annexure- IV) on a requisite Stamp Paper.

Failure of the successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the Tender security. Value of Stamp Paper for Performance Security (Bank Guarantee) shall not be less than, as provided in the Stamp Duty Act.

17. **SECURITY DEPOSIT**

The tender security(EMD) deposited by the successful contractor with the tender will be retained by employer as part of security of the due and faithful fulfillment of the contract by the contractor and in addition, 10% will be deducted from On-Account bills progressively so that overall retained security is **5% of the contract value including tender security.**

18. REJECTION OF TENDER AND OTHER CONDITIONS:-

- 18.1 The acceptance of tender will rest with Dedicated Freight Corridor Corporation of India Ltd. which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders without assigning any reason whatsoever.
- 18.2 Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 18.3 If the Tenderer deliberately gives wrong information in his tender DFCC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/ Performance Security/any other moneys due.
- 18.4 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.
- 18.5 Should a Tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners /Share holders/ Directors have a relation or relations employed in DFCC , the authority inviting the tender shall be informed to the fact along with the offer, failing this, DFCC may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

19. OTHER CONDITIONS

- 19.2 Successful Tenderer will have to supply working drawings based on overall plans supplied by DFCC, its BOQ and specification related to Civil Engineering including water supply, sewerage & drainage system etc on demand of DFCC. Contractor shall ensure that these drawings are prepared through an experienced and reputed Architect, registered with Council of Architects, at Delhi. All such drawings shall be got approved by competent authority of DFCC, to see that they are in best interest of DFCC.
- 19.3 One Junior Architect has to be posted in the office of DyCPM/NOIDA for three months to carryout the day to day instructions of DyCPM regarding design & drawing.
- 19.4 The contractor has to submit a list of the works done by Architect and Structural Designer alongwith their CV. Their works will be visited by DFCC Engineer to verify their works done and to confirm from the owners of the structures.
- 19.5 Conflict of Interest: The Architect qualifying for the consultancy contract shall not participate in the tender for physical execution of work for this project, in his

own name or through any firm where he holds partnership or any sort of employment.

20.0 ON ACCOUNT PAYMENT.

The contractor shall be entitled to be paid from time to time by way of “On Account” bills, only for such Works, as in the opinion of the Engineer, the contractor has executed in terms of the Contract.

The Contractor shall submit the On-Account bills, by the date stipulated by the Engineer, in the prescribed proforma, supported with measurements.

After preliminary scrutiny and certification by the Engineer, payment of the certified amount shall be made by the Employer. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the contractor.

Such payments made by the Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have the right to recover any amount paid in the earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the Employer within 3 days, failing which he shall have to pay interest @ 12% per annum till the said extra amount is paid back by him.

21.0 Defect Liability Period

The contractor shall remove any defect due to quality of work **upto a period of two months** after completion of work.

NOTE:

The Tenderers using tender documents purchased from office / downloaded from the DFCC website www.dfcc.in or www.dfccil.org are required to keep visiting the website to download corrigendums, which may be issued from time to time. The final offer shall include all corrigendums otherwise the offer shall be liable to be rejected. No separate communication will be made with the tenderers who download tender documents from website.

Dedicated Freight Corridor Corporation of India Ltd.

Section IV

SCOPE OF WORKS

The successful tenderer has to submit the following :

- (i) Justification of corporate office at NOIDA , at other alternatives and Delhi.
- (ii) Concept Plan of corporate office and residential area near corporate office in consultation with DFCC.
- (iii) Concept Plan for development of surroundings of corporate office, and Parking lots.
- (iv) Identification and facilitation of Govt clearances including Town Planner, Electricity, Water and Fire.
- (v) Detailed Plan and working/detail drawings of proposed corporate building.
- (vi) Preparation of Tender Notice, Tender Documents and Tender Schedule with detail specifications and special conditions as per final approved design of corporate office.
- (vii) Preparation of BOQ and Detail Project Report of corporate office.
- (viii) Structural design of buildings for corporate office.
- (ix) Designs of (a) Water supply, (b)Sewerage and (c) Drainage system.
- (x) Model of the corporate office and residential complex.
- (xi) Virtual model on Autocad in 3D showing simulation of site from top.
- (xii) Provision of necessary Bar/CPM/Pert chart for timely completion of work.

Dedicated Freight Corridor Corporation of India Ltd.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT.

1. The Tenderer shall visit the site and shall satisfy himself as to conditions under which the work is to be performed. He shall also check, ascertain the locations of any existing structures or equipments or any other situation which may affect the work. No extra claim as a consequence of ignorance or on ground of insufficient description will be allowed at a later date.
2. The price of items includes all accessories, consumables etc. as required to make the item complete in all respects, compatible with other related/associated items and fully functional.
3. The Consultant after successful award of contract shall prepare a Concept Plan of entire DFCC campus, Abstract Estimate and a brief project report indicating suitability of office. **The Concept Plan shall be approved by Corporate Office and after that only the Consultant will proceed to next step. In the eventuality of plan not approved /rejected by the DFCCIL, DFCCIL reserves the right to close the contract at that stage making stage payment upto that item and additional 10% overhead charges of total contract value that Consultant might have incurred in view of the assigned work.**
4. Contractor shall be fully responsible for any error, difficulty in execution/damage incurred owing to discrepancy in drawings which has been overlooked by him. However, the several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being following in preference to small scale drawing and figured dimensions in preference to scaled dimensioned.

Any error in decision, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised therein according to drawing and specification or from any of his obligations under the contract.

5. For each item of BOQ, normally brands/makes are mentioned in the tender document. However, DFCC reserves the right to substitute any mentioned brand/make. Also, the material will be used only after approval of DFCC and DFCC for which contractor shall maintain proper records. Based on quantity and site requirement, DFCC can go for a different brand/make for which no extra rate shall be paid to the contractor.

6. **LAND FOR CONTRACTORS ESTABLISHMENT**

For the purpose of construction of Contractor's storeyard, godowns, site office etc, the contractors may utilize with the permission of the Employer / Architect, portion and / space belonging to the Employer if available at such location as would not interfere with the execution of the work. The contractor shall for this purpose submit to the Employer for his approval a plan or plans of the proposed layouts for the site facilities. The Employer/Architect reserve the right to modify the contractors proposal as he may deem fit.

7. **INSURANCE FOR WORKS:** In pursuance of GCC clause 6.0The contractor at the time of signing the contract or before commencing the execution of work, without limiting his obligations and responsibilities shall insure the work at his own cost and keep them insured till defect liability period of the contract with a nationalized insurance company in the joint names of the Employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall also cover the property of the employees.

The contractor shall deposit the policy and receipt for the premiums with the employer within seven (7) days, from the date of signing of the contract / commencement of the execution of the work or unless otherwise instructed by the employer. In default of the contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor. The contractor shall as soon as any claim under the policy is settled on the work reinstated by the Insurance office should elect to do so, proceed with all due diligence with, the completion on the works in the same manner as through the misfortune/accident had not occurred and in all respect under the same condition of the contract. The contractor in case of rebuilding or reimbursement after accident shall be entitled to such extension of time for completion, as the employer deems fit.

8. **QUALITY OF MATERIALS AND WORKMANSHIP:** All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the instructions and directions of the DFCC and shall be subjected from time to time, to such test as the DFC may direct at the place of manufacture or fabrication or on the site or at such other places as may be directed. The Contractor shall execute the whole and every parts of the works in the substantial and workmen like manner, both as regards to materials and workmanship, and in every respect in strict accordance with the contract documents and in compliance with the applicable government laws, governmental laws, ordinance, statues, codes, rules and regulations. The Contractor shall also conform exactly and faithfully to the designs, drawings and instructions in writing of the DFCC.

9. **ADHERENCE OF TIME SCHEDULE:**

Timely completion of work is the essence of the contract.

10. In no event shall the contractor be entitled to collect any additional fees or further payments for general condition, administrative or overhead costs or expenses or profit in connection with any change in the works. No change in the works, whether by way of alteration or addition to the works, shall be carried out unless the authorization is received. No course of conduct or dealings between the parties, nor expenses or implied acceptance of alterations or additions to the work, and no claim that DFCC has been unjustly enriched by any alteration or addition or addition to the work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the contract sum or extend the completion date.
11. The work as detailed in this Tender shall be executed and completed in all respects in accordance with the Tender document, Instruction to Tenderers. Bill of Quantities, General & Special Conditions of the Contract, technical specification, Schedules and Drawings to the satisfaction of DFCC.
12. DFCC does not bind itself to accept the lowest Tender and reserves the right to reject any or all the Tenders without assigning any reasons whatsoever.

Date: _____

**SIGNATURE OF THE TENDERER
WITH RUBBER STAMP**

ANNEXURE-I

**STATEMENT OF WORKS COMPLETED BY THE CONTRACTORS DURING
LAST THREE YEARS AND CURRENT FINANCIAL YEAR
(2007-2010 & 2010-11 upto date)**

S.No.	Name and place of work	Authority / agency/company for which work was carried out	Date of award & agreement No.
1	2	3	4

Date of completion (original/actual)	Agreement cost / completion cost	Scope of work in brief	S.No. at which relevant certificate / documents are attached
5	6	7	8

Note: The relevant documents & certificates from clients must be enclosed.

ANNEXURE-II

**DETAIL OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE
FINANCIAL YEARS AND CURRENT FINANCIAL YEAR**

S.No.	Financial Year	Total Turnover
1	2007-08	
2	2008-09	
3	2009-10	
4	2010-11 (upto 31-12-2010)	
	Total	

- For 2007-08, 08-09 and 09-10, copies of the audited balance sheet must be attached.
- For 2010-11, unaudited results of turnover of company upto 31.12.2010 may be submitted under the certification of CA

CONSTITUTION OF THE FIRM/COMPANY

1. Full name of contractor's firm and year of establishment
2. Registered Head Office Address
3. Branch office in India

Address on which correspondence regarding this tender should be done
4. Constitution of firm (give full details including name of partners/executives/Power of attorney/Holders etc.
5. Particulars of registrations with Government

**FORM OF PERFORMANCE SECURITY
(BANK GUARANTEE)**

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)

From:

.....

Name and address of bank

.....

To:

The Dy Chief Project Manager,
Dedicated Freight Corridor Corporation of India Ltd.
First Floor, A- 102, Sector- 4, NOIDA (GB Nagar)

WHEREAS, Dedicated Freight Corridor Corporation of India Ltd. hereinafter called “the Employer” acting through (insert designation and address of the Employers’ Representative)..... has accepted the tender for(name of the work) vide Letter of Acceptance No..... dated..... to M/s(Name of the contractor).....(Name of members of the consortium) hereinafter called the ‘Contractor’.

AND

WHEREAS the Contractor is required to furnish a ‘Performance Security’ in the form of Bank Guarantee for the sum of Rs..... in figures (Rupees in words.....) which is a condition precedent to the signing of the Contract Agreement.

AND

Whereas.....(Name of the bank) with its branch at.....(address) having our Head Office at..... (address including name of country) hereinafter called “the Bank” acting through..... have, at the request of the Contractor, agreed to give the guarantees as hereinafter contained:

KNOW ALL MEN by these presents that we the undersigned.....(Names of authorized representatives of the Bank) being fully authorized to sign and incur obligations for and on behalf of.....(full name of the Bank) that the said Bank will guarantee the Dedicated Freight Corridor Corporation of India Ltd. the full amount in the sum of Rs.....(amount in words)..... as stated above.

After the Contractor has signed the aforementioned Contract Agreement with the DFCC, the Bank undertakes to immediately pay to Dedicated Freight Corridor Corporation of India Ltd., any amount upto and inclusive of aforementioned full amount upon written order from DFCC without any demur, reservation or recourse.

The Bank shall pay the amount so demanded without any reference to the Contractor and without the DFCC being required to show grounds or give reasons for its demand or the amount demanded.

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

We agree that no change, addition to or other modifications to the terms of the Contract Agreement or to any documents which have or may be made between DFCC and the Contractor will in any way release us from any liability under this guarantee and we waive any requirement for notice of any such change, addition or modification.

This guarantee is valid and effective from its date. This guarantee and our obligations under it will terminate on the.....day of..... And any demand for payment under it must be received at this office on or before that date.

We agree that our obligation to pay any demand made by DFCC before the termination of this guarantee will continue until the amount demanded has been paid in full.

Date.....

Place.....

Signature of Authorised person of bank

.....
(Name in Block letters)

.....
(Designation)

.....(Address.....)

Witness:

1. Signature
Name & Address & Seal

Bank's Seal
Authorisation

2. Signature
Name & Address & Seal No....

Advance Payment Security

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)¹.

From

.....
..... Name and Address of the Bank
.....

To:

DyChief Project Manager,
Dedicated Freight Corridor Corp. of India Ltd,
A- 102, Sector- 4,
NOIDA (GB Nagar)

Beneficiary[Name and Address of Employer]...

Date:.....

Advance Payment Guarantee No.:

We have been informed that[name of the Contractor](hereinafter called “the Contractor”) has entered into Contract No.[reference number of the Contract]..... dated.....with you, for the execution of[name of contract and brief description of Works].....(hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, and advance payment in the sum of Rs.(Rupees.....amount in words.....) is to be made against an advance payment guarantee.

At the request of Contractor, We..... [name of the Bank].....with its branch at[address]....., having our Head Office at[address including name of the country]..... hereinafter called “ the Bank” acting throughhave at the request of the Contractor agreed to give the guarantees as hereinafter contained.

We the undersigned.....[Names of authorized representatives of the Bank]²..... being fully authorized to sign and incur obligations for and on behalf of[full name of the Bank]..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs.....(Rupees amount in words.....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number.....[Contractor's account number].....at(name and address of the Bank).....

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements of payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on theday of whichever is earlier . Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature of Authorized person of Bank]

.....
Seal of Bank and Signature (s)