

Request For Proposal (RFP)

SELECTION

OF

SURVEYOR for Detail Survey of double circuit 132 kV transmission line / towers of North Central Railway for infringements to Eastern Dedicated Freight Corridor alignment and estimation of quantities / scope of work for undertaking work of shifting / modification in the state of Uttar Pradesh.

RFP NCB No. HQ/EL/SURVEY/EC/132 kV

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

A GOVERNMENT OF INDIA ENTERPRISE

under

MINISTRY OF RAILWAYS

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Employer or any of its employees, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the work of Survey. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion. The Employer, its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Employer is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the work of survey and the Employer reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Contents

Sno.	Particulars	Page no.
	Part I – General	
1.0	Introduction	8
1.1	Background	8
1.2	Request for Proposal	8
1.3	Due diligence by Applicants	8
1.4	Sale of RFP Document	8
1.5	Validity of the Proposal	9
1.6	Brief description of the Selection Process	9
1.7	Currency for quotation / Bid and payment	9
1.8	Schedule of Selection process	9
1.9	Pre-Proposal visit to the Site	9
1.10	Communications	10
2.0	Instructions to Applicants	11
2.1	Scope of Proposal	11
2.2	Conditions of Eligibility of Applicants	11
2.3	Conflict of Interest	13
2.4	Number of Proposal	16
2.5	Cost of Proposal	16
2.6	Site Visit	16
2.7	Acknowledgement by Applicant	16
2.8	Right to Reject any or all Proposal	17
2.9	Contents of the RFP	17
2.10	Clarifications on RFP	19
2.11	Amendment of RFP	19
2.12	Language	19
2.13	Format and Signing of Proposal	20
2.14	Submission of Proposal	22
2.15	Proposal Due Date	23

2.16	Late Proposals	23
2.17	Modification / substitution/ withdrawal of Proposals	23
2.18	Bid Security	24
2.19	Evaluation of Proposals	25
2.20	Confidentiality	26
2.21	Clarifications on Proposals	26
2.22	Negotiations	26
2.23	Indemnity	26
2.24	Award of Survey	27
2.25	Execution of Agreement	27
2.26	Signing of the Contract Agreement	27
2.27	Commencement of Assignment	28
2.28	Time Schedule	28
2.29	Proprietary Data	29
3.0	Fraud and Corrupt Practices	29
4.0	Price Basis	30
5.0	Security Deposit cum performance guarantee	31
6.0	Execution of Contract	32
7.0	Payments	34
8.0	Penalty for Delay	35
9.0	Force Majeure	35
10.0	Surveyor's Default	35
11.0	Termination of Contract	36
12.0	Frustration of Contract	37
13.0	Settlements of Disputes	38
14.0	Arbitration	38
15.0	Jurisdiction of Contract	39
16.0	Completion of Survey Work	39
17.0	Miscellaneous	39
18.0	Definition of Terms	40
19.0	Completion Period	42

	Part – II - Technical Specification / Scope of work	
1.0	General Information and Scope of work	44
2.0	Route Alignment	45
3.0	Detailed Survey	46
4.0	Route Marking	46
5.0	Profiling	47
6.0	Optimization of tower locations / tower spotting	48
7.0	Survey Methodology and Precision	51
8.0	Survey Report	52
9.0	Key Deliverables	53
10.0	Payment Schedule	53
11.0	Completion of Survey	54
Annex-I	Location of 132 kV T. Line infringements	55
Annex-II	Financial Bid	57
Annex-III	BOQ for Execution of works	58
Annex-IV	Format for Profile Plotting (Form-IV-A)	59
Annex-IV	Format for Tower Schedule (Form-IV-B)	59
Annex-IV	Format for Soil Resistivity (Form-IV-C)	59
	Part – III - Forms	
Form - 1	Proposal Submission Form	61
Form - 2	Format of Affidavit	63
Form – 3	Performa for Contract Agreement	65
Form - 4	Power of Attorney	67
Form - 5	Bank Guarantee for Bid Security	68
Form - 6	Bank Guarantee for Security deposit cum Performance guarantee	69
Form - 7	Particulars of Applicant	71
Form - 8	Financial Capacity of the Bidder	72
Form - 9	Abstract of Eligible Assignment of Bidder	73
Form- 10	Indemnity Bond	74

PART I

General

1. INTRODUCTION

1.1 Background

Ministry of Railways (MOR), Government of India has planned to construct Dedicated Freight Corridor covering about 3363 kms on two corridors, Eastern Corridor from Ludhiana (Sahnewal) to Dankuni and Western Corridor from Jawaharlal Nehru Port, Mumbai to Tughlakabad / Dadri near Delhi along with inter-linking of the two corridors at Dadri. These two corridors shall be on 2x 25 kV electrified traction system. A Government of India Enterprise named Dedicated Freight Corridor Corporation of India Limited (DFCCIL), [the “Employer ”], has been created to exclusively undertake the project.

In pursuance of the above, the Employer has decided to carry out the work on Bhaupur – Khurja section in the first phase. Accordingly, the 132 kV transmission line owned by North Central Railway is required to be surveyed for identifying infringements with the Eastern Dedicated Freight Corridor (EDFC) alignment and estimating the quantities for further contracting out the work of shifting / modification .

1.2 Request for Proposal

In view of the above , the Employer invites Proposals [the "**Proposals**"] for selection of a Surveyor [the "**Surveyor** "], who shall survey the 132 kV transmission line owned by North Central Railway, identify physical and electrical infringements / crossings with EDFC and prepare estimate of quantities [the “ Estimate “] along with scope of work for shifting / modifying location / type of transmission line towers [collectively the “ **Survey report** ”] through a separate Contract. The Employer intends to select the Surveyor through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the “Employer” and the Project site. The Applicants may also send written queries to the Employer within stipulated time.

1.4 Sale of RFP Document

RFP document can be obtained between 1000 hrs and 1700 hrs on all working days from 01.10.2011 to 31.10.2011 and from 1000Hrs to 1200 hrs on 01.11.2011 on payment of a fee of Rs. 5000 (Rupees five thousand only)

in the form of a demand draft or pay order drawn on any Nationalized / Scheduled Bank in India in favour of “ **DFCCIL , New Delhi** ” and payable at **New Delhi**. The document can also be downloaded from the Official Website of the Employer. In case of a downloaded form, the Applicant shall deposit the fee as ‘DD /Payorder’ at the time of proposal submission.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date [the "**PDD**"].

1.6 Brief description of the Selection Process

The Employer has decided for adoption of a single stage selection process [collectively the "**Selection Process**"] for evaluating the Proposals comprising technical eligibility along with financial bid to be submitted in one sealed envelope. The lowest financial bid of a technically eligible proposal shall be selected for undertaking the work of survey [the "**Selected Applicant**"].

1.7 Currency for quotation / bid and payment

All Applicants shall quote / bid in Indian Rupees (INR).

All payments to the Surveyor shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The Employer would endeavour to adhere to the following schedule

Sn	Event Description	Estimated Date
1	Last date for receiving queries / clarifications	10 days prior to PDD
2	Employer response to queries	3 days prior to PDD
3	Proposal Due Date or PDD	01.11.2011
4	Date and time of submission of Proposal	15.30 Hrs on 01.11.2011
5	Opening of Proposals	01.11.2011 at 1600 hrs.
6	Signing of Agreement	Within 10 days of LOA
7	Validity of Applications	120 days of PDD

1.9 Pre-Proposal visit to the Site

Prospective applicants may visit the Site at their own cost at any time prior to PDD. For this purpose, they will provide at least three days' notice to the nodal officer specified below:

Name : Mr. VP Singh
Designation : General Manager / Elect (EC)
Address : Dedicated Freight Corridor Corporation of India Limited,
Room # 432 , 4th Floor Pragati Maidan Metro Station
Building Complex , New Delhi – 110001 , INDIA
Telephone : +91-11- 23454840,
Facsimile : +91-11- 23454842
Electronic mail address : vpsingh@dfcc.co.in

1.10 Communications

1.10.1 All communications **upto the award of contract** should be addressed to:

Name : Mr. VP Singh
Designation : General Manager / Elect (EC)
Address : Dedicated Freight Corridor Corporation of India Limited,
Room # 432 , 4th Floor Pragati Maidan Metro Station
Building Complex ,
New Delhi - 110001, INDIA
Telephone : +91-11- 23454840,
Facsimile : +91-11- 23454842
Electronic mail address: vpsingh@dfcc.co.in

1.10.2 All communications **after the award of contract** upto completion of the contract should be addressed to:

Name : Mr. Santosh Shukla
Designation : Chief Project Manager
Address : Dedicated Freight Corridor Corporation of India Limited,
117/180, Block H – 2,
Pandav Nagar, Near Ram Kali Nursing Home
Kanpur - 208005, INDIA
Telephone : +91-512- 2225124,
Facsimile : +91-512 - 2224703
Electronic mail address : sshukla@dfcc.co.in

1.10.3 The **Official Website** of the Employer is : <http://www.dfcc.in> and www.dfccil.org

1.10.4 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP NOTICE NO. _____

SURVEY OF 132 kV TRANSMISSION LINE OF NCR

2.0 INSTRUCTIONS TO APPLICANTS

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Survey are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Survey, it may participate in the Selection Process individually as the "**Applicant**". **No** consortium / Joint Venture (JV) of firms are permitted to participate. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Surveyor shall be on the basis of an evaluation by the Employer through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Employer's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in the Form 1 of Part -III of the RFP. Upon selection, the Applicant shall be required to enter into an agreement with the Employer in the form specified at Form 2 of Part III of the RFP.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

- (A) **Technical Capacity:** The Applicant shall have, over the past 7 (seven) years ending last day of the month previous to that of PDD, undertaken successfully

Survey assignment involving profiling, , spotting of towers, estimation of tower type / schedule and other quantities for laying / modification of Transmission lines of 132 kV or above as under

- (i) One work of minimum of 90 km
Or
- (ii) Two works of minimum of 55 km
Or

(iii) Three works of minimum of 45 km

Note : The above mentioned qualifying assignments should have been completed for any Railways/Government organization/PSUs/State Electricity boards. Certificates issued by private companies/individuals from whom such works are executed shall not be considered for evaluation.

(B) Financial Capacity :

Average Annual financial turnover during the last 3 financial years, ending 31st March of the previous financial year, should be at least Rs. 4.5 lacs (Rupees Four lacs and fifty thousands).

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from Survey of 132 kV or above transmission lines during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. Financial standing shall also be supported by the I.T.C.C. No separate annual financial statements should be submitted.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-3 of Part III of the RFP ; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 The Applicant should give an affidavit fulfilling all the requirement as mentioned below duly Notarized as per the format enclosed at Form no. 2 of Part III. Any information submitted by them, if found false at any time during the evaluation, it will lead to forfeiture of the bid security and the Applicant shall be black listed from award of any future contracts for a period of 2 years from the date of submission of RFP.
- (i) That the Applicant has not been barred by the Central Government, any State Government, a statutory Employer or a public sector undertaking, as the case may be, from participating in any survey , and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
 - (ii) That the Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement

or arbitration award against the Applicant, nor been expelled from any survey or agreement nor have had any agreement terminated for breach by such Applicant.

- (iii) That the Applicant or any of its constituents have not been black listed / banned for business dealing with any Government Department, Government Agency or PSUs at any time and / or no such black listing is in force as on the deadline for the submission of RFP.
- (iv) That none of the previous contracts of the Applicant or any of its constituents had been terminated / rescinded for Contractor's failure by DFCC during the last 2 year before date of submission of RFP.
- (v) That the Applicant or any of its constituents have not been imposed liquidated damages of 5% or more contract value by DFCCIL due to delay in implementation of previous contract within last 2 years before the date of submission of RFP.
- (vi) That the Applicant or any of its constituents is not on the list of "poor performer" of any previous contract awarded by DFCCIL are any Government department, Government agency or PSUs at any time as on the deadline for the submission of RFP.
- (vii) That the Applicant or any of its constituents has not been issued a Show Cause Notice for poor performer / blacklisting /business or order for suspension of business by DFCCIL, or Government Department, Government Agency or PSUs (Whether or not decision on the show cause notice is still pending).
- (viii) That the Applicant or any of its constituents have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirement.
- (ix) That the information and documents submitted along with the bid by the Applicant or any of its constituents are correct and that they are fully responsible for the correctness of the information and documents, submitted by them.

2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Survey (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Employer shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and

damages payable to the Employer for, *interalia*, the time, cost and effort of the Employer including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise.

- 2.3.2 The Employer requires that the Surveyor provides, personnel objective, and impartial advice and at all times hold the Employer's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Surveyor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Employer.
- 2.3.3 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) a constituent of such Applicant is also a constituent of another Applicant; or
 - (b) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (c) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (d) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
 - (e) a firm which has been engaged by the Employer to provide goods or works or services for a project, and its Associates, will be disqualified from providing surveying services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide surveying services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
 - (f) Relationship with Employer's staff – Surveyors that have a close business or family relationship with a personnel staff of the Employer who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract, or (iii) the supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.

(h) the Applicant (or any constituent thereof), and the bidder or Contractor, if any, for the Project, its partner contractor(s) or sub- contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Contractor , if any, or its partner contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Contractor or its partner contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub - clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to perform Survey for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to surveying assignments granted by banks / lenders at any time; provided further that this restriction shall not apply to survey / advisory services performed for the Employer in continuation of this Survey or to any subsequent Survey / advisory services performed for the Employer in accordance with the rules of the Employer. For the avoidance of doubt, an entity affiliated with the Surveyor shall include a partner in the Surveyor's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Surveyor, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Applicant shall submit more than one Application for the Survey. If a Surveyor submits or participates in more than one proposal, all such proposals shall be disqualified.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Employer, Project site etc. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Employer, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) Made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Employer;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Employer or relating to any of the matters referred to in Clause 2.5 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.5 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Employer shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Employer.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Employer reserves the right to reject any Proposal if:
- (a) At any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Proposal.

Misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Employer reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Selection Process.

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

	Part – I General
1.0	Introduction
2.0	Instructions to Applicants
3.0	Fraud and Corrupt Practices
4.0	Price Basis
5.0	Security Deposit cum performance guarantee
6.0	Execution of Contract
7.0	Payments
8.0	Penalty for Delay
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2.0	Format of Affidavit
3.0	Performa for Contract Agreement
4.0	Power of Attorney
5.0	Bank Guarantee for Bid Security
6.0	Bank Guarantee for Security deposit cum Performance guarantee
7.0	Particulars of Applicant
8.0	Financial Capacity of the Bidder
9.0	Abstract of Eligible Assignment of Bidder
10.0	Indemnity bond
11.0	Financial bid

2.10 Clarifications on RFP

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Employer in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries / Request for Additional Information concerning RFP"

The Employer shall endeavour to respond to the queries within the period specified therein but not later than 3 (days) days prior to the Proposal Due Date. The Employer will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The Employer reserves the right not to respond to any question(s) or provide any (clarifications), in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Employer to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum / Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Employer may, in its sole discretion, extend the Proposal Due Date.

2.12 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of

interpretation of the Proposal, the translation in English shall prevail. The Metric System of measurement shall only be used in the Contract.

2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Employer would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals / copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL".
- 2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") as detailed below:
- (a) By the proprietor, in case of a proprietary firm; or
 - (b) By a partner, in case of a partnership firm and / or a limited liability partnership; or
 - (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the format specified at Form - 4 , Part III of this RFP shall accompany the Proposal.

Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Employer, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Employer reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.21.

- 2.13.4 Applicants shall submit the proposal in the format at Form 1 , Part III which shall clearly demonstrate their eligibility in terms of technical and financial capacity to undertake the work and the financial bid in the formats at Form - 8 & 9 , Part III (the "**Financial bid** ") clearly indicating the

total cost of the Survey in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative [collectively the “ **Proposal** “]. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.13.5 While submitting the Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is provided;
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) the proposal is responsive in terms of Clause 2.21.1. & 2.19.3.
- (e) All the costs associated with the assignment shall be included in the Financial bid. The total amount indicated in the Financial bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (f) The Financial bid shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial bid. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (g) Costs (including break down of costs) shall be expressed in INR.

2.13.6 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.13.7 If an Applicant makes a false averment regarding experience or other particulars, or commitment regarding availability for the Survey is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Employer for a period of 5 (five) years. The award of this Survey to the Applicant may also be liable to cancellation in such an event.

2.13.8 The Employer reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

2.13.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence

thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Surveyor either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Employer without the Employer being liable in any manner whatsoever to the Applicant or Surveyor, as the case may be. In such an event, the Employer shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Employer for, *inter alia*, time, cost and effort of the Employer, without prejudice to any other right or remedy that may be available to the Employer.

2.14 Submission of Proposal

- 2.14.1 The Applicants shall submit the Proposal (One copy on original only) duly stapled with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initiated by the Authorized Representative of the Applicant as per the terms of the RFP.
- 2.14.2 In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Employer and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Employer, the latter shall prevail.
- 2.14.3 The Proposal will be sealed in an outer envelope which will bear the address of the Employer, RFP Notice number, Surveyor's name as indicated at name and address of the Applicant. It shall bear on top, the following:
"Do not open, except in presence of the Authorized Person of the Employer"
- 2.14.4 If the envelope is not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
- 2.14.5 The aforesaid envelope will contain Application in the prescribed format and supporting documents; and Bid Security as specified in Clause 2.18.1 and the "Financial bid" shall contain the financial proposal in the prescribed format at Form 11, Part -III.

- 2.14.6 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.14.7 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.14.8 The rates quoted shall be firm throughout the period of performance of the assignment up to completion of the Survey Services as specified in Clause 17.0 and discharge of all obligations of the Surveyor under the Agreement.

2.15 Proposal Due Date

- 2.15.1 Proposal should be submitted at or before 1530 hrs on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.10 in the manner and form as detailed in this RFP. The completed and sealed proposals shall be dropped into the "Tender Box" kept at reception of DFCCIL Corporate Office on the 5th Floor.

In case the intended date (PDD) happens to be a declared holiday, the next working day shall be considered as PDD.

- 2.15.2 The Employer may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.17 uniformly for all Applicants.

2.16 Late Proposals

Proposals received by the Employer after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17 Modification / substitution/ withdrawal of Proposals

- 2.17.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Employer prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date and Time.
- 2.17.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.17.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

2.18 Bid Security

2.18.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 30,000/- [INR thirty thousand only] in the form of a Demand Draft /Pay order, issued by one of the Nationalized / Scheduled Banks in India in favour of the "DFCCIL, New Delhi" payable at New Delhi (the "**Bid Security**"), **which shall be valid till the validity of the offer. The bid security of the un-successful bidders shall be** returned not later than 30 (thirty) days from issue of the LOA to successful bidder. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and submitting the Security deposit cum performance guarantee.

2.18.2 Any Proposal not accompanied by the Bid security shall be rejected by the Employer as non-responsive.

2.18.3 The Employer shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.18.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Employer's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Employer as the mutually agreed pre-estimated compensation and damage payable to the Employer for, *inter alia*, the time, cost and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) if an Applicant engages in any of the Prohibited Practices specified in Clause 3.0 of this RFP;
- (c) if an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) in the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.22;
- (e) in the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clause 2.25 and 2.27 respectively; or
- (f) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.19 Evaluation of Proposals

- 2.19.1 The Employer shall open the Proposals at 1600 hours on the Proposal Due Date, in meeting room on 5th Floor , DFCCIL Corporate office , Pragati Maidan Metro station building complex , New Delhi - 110001 and in the presence of the Applicants who choose to attend.
- 2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 2.19.3 Prior to evaluation of Proposals, the Employer will determine whether each Proposal is responsive to the requirements of the RFP. The Employer may, in its sole discretion, reject any Proposal that is not responsive hereunder. Proposal shall be considered responsive only if:
- i. The Proposal is received in the format specified at Form 1 , Part III;
 - ii. it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15;
 - iii. it is accompanied by the Bid Security as specified in Clause 2.18.1;
 - iv. it is signed, sealed and marked as stipulated in Clauses 1.10.3, 2.12 and 2.14;
 - v. it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - vi. it contains all the information (complete in all respects) as requested in the RFP;
 - vii. it does not contain any condition or qualification; and
 - viii. it is not non-responsive in terms hereof.
- 2.19.4 The Employer reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Proposals.
- 2.19.5 The Employer shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6.
- 2.19.6 Applicants are advised that Selection shall be entirely at the discretion of the Employer. Applicants shall be deemed to have understood and agreed that the Employer shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.19.7 Any information contained in the Proposal shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Applicant if the Survey is subsequently awarded to it.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained personnel adviser advising the Employer in relation to matters arising out of, or concerning the Selection Process. The Employer shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and /or the Employer or as may be required by law or in connection with any legal process.

2.21 Clarifications on proposals

2.21.1 To facilitate evaluation of Proposals, the Employer may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.2 If an Applicant does not provide clarifications sought under Clause 2.21.1 above the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Employer may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation .

2.22 Negotiations

2.22.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Surveyor under this RFP. Issues such as deployment of Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

2.23 Indemnity

The Surveyor shall indemnify the DFCC and the employees of the DFCC against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the DFCC or Government for or in respect of performance of

his obligation under the contract documents. The DFCC shall not be liable for intervention of authority Government for or in respect of performance of his obligation under the contract documents. The DFCC shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Surveyor and the surveyor shall indemnify and keep indemnified the DFCC against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

The Surveyor shall, subject to the provisions of the Agreement, also indemnify the Employer for an amount 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services in the format specified at Form – 10, Part – III.

2.24 Award of Survey

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Employer on account of failure of the Selected Applicant to acknowledge the LOA.

2.25 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Agreement shall be executed between the Party (Surveyor) and Chief Project Manager DFCCIL, Kanpur on the format specified at Form – 3, Part – III. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.26 Signing of the Contract Agreement

2.26.1 The Employer, after the issue of the Letter of Award to the Surveyor, will send one copy of the final agreement to the Surveyor for his scrutiny and approval.

2.26.2 The Agreement, unless otherwise agreed to, shall be signed within 30 days of the acceptance of the Letter of Award, at the office the Employer at New Delhi on a date and time to be mutually agreed. The Surveyor shall provide for signing of the Contract, Security deposit cum Performance Guarantee, appropriate power of attorney and other requisite materials.

In case the Contract is to be signed beyond the stipulated time, the Bid security submitted with the Proposal will have to be extended accordingly.

- 2.26.3 The Agreement will be signed in copies to be specified and the Surveyor shall be provided with one signed original and the rest will be retained by the Employer.
- 2.26.4 The Surveyor shall provide free of cost to the Employer all the Engineering data, drawings, and descriptive materials to be submitted with the bid including soft copy, to form a part of the Contract immediately after issue of Letter of Award .
- 2.26.5 Subsequent to signing of the Contract, the Surveyor at his own cost shall provide the Employer with copies of agreement within fifteen (15) days after the signing of the Contract.

2.27 Commencement of Assignment

The Surveyor shall commence the Services at the site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Surveyor fails to either sign the Agreement as specified in Clause 2.26 or commence the assignment as specified herein, the Bid Security of the Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.18.4.

2.28 Time schedule

- 2.28.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Surveyor shall so organize his resources and perform the work as to complete it not later than the date agreed to.
- 2.28.2 The completion schedule as stated in , Clause 19.0 shall be one of the major factors in consideration of the bids.
- 2.28.3 The Employer reserves the right to request for a change in the work schedule during pre-award discussions with successful bidder.
- 2.28.4 The successful bidder will be required to prepare detailed PERT Network/ detailed Bar chart including the interface facilities required and get the same approved from the Employer as per the requirement before start of the work.
- 2.28.5 During the performance of the Contract, if in the opinion of the Employer, proper progress is not maintained, suitable changes shall be made in the Surveyor's operations to ensure proper progress without any cost implication to the Employer. The interface facilities to be provided by the Employer in accordance with the agreed network shall also be reviewed while reviewing the progress of the Surveyor.

2.29 Proprietary data

Subject to the provisions of Clause 2.20, all documents and other information provided by the Employer or submitted by an Applicant to the Employer shall remain or become the property of the Employer. The Employer will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Surveyor to the Employer in relation to the Survey shall be the property of the Employer.

3.0 Fraud and Corrupt Practices

3.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Employer shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Security deposit cum Performance guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Employer for, *inter alia*, time, cost and effort of the Employer, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

3.2 Without prejudice to the rights of the Employer under Clause 3.1 hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, if an Applicant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Surveyor shall not be eligible to participate in any tender or RFP issued by the Employer during a period of 2 (two) years from the date such Applicant is found by the Employer to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to

or employing or engaging in any manner whatsoever, directly or indirectly, any official he Employer who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

- (ii) same as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of the Employer in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;**
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;**
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and**
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.**

4.0 Price Basis:

- 4.1 The Price shall be quoted on firm basis.
- 4.2 The Price quoted by the bidder shall remain fixed during the bidder's performance of the contract and shall not be subject to variation on any account or for change in quantity.
- 4.3 The Surveyor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Employer or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.
- 4.4 Service Tax as applicable presently to this Contract shall be included in

the Price; however the percent of Tax applied on this account shall be specifically mentioned in the bid. If the tax is not eventually payable or there is a difference between the rate mentioned in the bid & service tax actually payable then such amount or difference in payment amount shall be deducted from the actual amount payable towards that item in the price schedule.

- 4.5 Any statutory increase in the taxes and duties subsequent to offer shall be borne by the Surveyor.

5.0 Security deposit cum performance guarantee

- 5.1 The Surveyor shall warrant that the whole Survey for completeness, in accordance with the Contract documents and free from defects in material / equipment and workmanship for a period of 24 calendar months (twenty four calendar months) commencing immediately upon the satisfactory completion of project.

- 5.2 As a security, the successful bidder, to whom the work is awarded, shall be required to furnish a Security cum performance guarantee in form of Bank Guarantee from a Public Sector Indian Bank / Scheduled, Commercial Bank in the form to be furnished. The guarantee amount shall be equal to ten percent (10%) of the Contract value and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.

The security cum performance Guarantee shall cover additionally the following guarantees to the Employer:

- a) The successful Bidder guarantees the successful and satisfactory completion of survey & alignment work as per technical specification & BOQ under the Contract, as per the specifications and documents.
 - b) The successful Bidder further guarantees that the Softcopies provided by him shall be free from all defects in design and user friendliness. The Surveyor, shall upon written notice from the Employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said software within the period of guarantee specified in the relevant clause of the Contract.
- 5.3 The performance guarantee will be discharged without any interest at the end of guarantee period.
- 5.4 THE Security deposit shall be returned to the 'Surveyor' after completion of 'Defect liability period' as stated in clause 5.1 above , issue of certificate by the 'employer' for the successful completion of DLP ,and issue of un conditional and unequivocal 'No claim certificate by the 'Surveyor'.
- 5.5 The Contractor shall furnish Contract security deposit cum performance

guarantee for the proper fulfillment of the Contract in the format specified in Form – 6, Part – II, within fifteen (15) days of “Notice of Award of Contract”. The security deposit cum performance guarantee shall be as per terms prescribed.

6.0 Execution of the Contract

6.1 The Surveyor shall not assign or sub-let the Contract or any part thereof unless and until mentioned in the Contract.

6.2 The Surveyor upon signing of the Contract shall, nominate a responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Surveyor during the pendency of Contract. All the works related with execution of works, approvals and payments etc. shall be dealt with from the Chief Project Manager’s Office of DFCCIL at Kanpur (Ref.: Clause 1.10.2, Part – I).

6.3 Standards & Codes:

The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the services and such standards shall be the latest issued by the concerned institution.

The detail of survey requirements and procedures to be followed during the detailing shall be in accordance with the relevant Codes and accepted good engineering practice, the Employer’s drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

6.4 Work & Safety Regulations

6.4.1 The Surveyor shall ensure proper safety of his personnel and equipment working at the Site. The Surveyor shall also be responsible for provision of all safety notices and safety equipment required by the relevant legislations, as he may deem necessary.

6.4.2 All equipment used for the survey work by Surveyor shall meet Indian / International Standards and maintained by the Surveyor in accordance with manufacturer’s Operation Manual and safety instructions.

6.4.3 Periodical examinations and all tests for all equipment for survey work shall be maintained in register by the Surveyor and will be promptly produced as and when desired by the Employer or any authorized representative.

6.5 Protection of property and surveyor’s liability :

The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including

members of public and employees of the Employer and the employees of other Contractors and Sub-Contractors on site and all public and private property.

6.6 The presently available Topo sheet with DFCC shall be made available for execution of work. However any additional Topo sheet required for timely completion of survey work shall be arranged by Surveyor at his own cost.

6.7 Patent rights and Royalties:

Royalties and fees for patents covering providing of survey work processes used in the works shall be deemed to have been included in the Contract Price. The Surveyor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard. The Employer shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Employer shall pay for such award. In the event of any suit or other proceedings instituted against the Employer, the same shall be defended at the cost and expense of the Surveyor who shall also satisfy / comply with any decree, order or award made against the Employer. But it shall be understood that no such machine, plant, work, material or thing has been used by the Employer for any purpose or any manner other than that for which they have been furnished and installed by the Surveyor and specified under these specifications. Final payment to the Surveyor by the Employer will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Surveyor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Surveyor shall at his option and at his own expense, either procure for the Employer, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

6.8 Change of quantity

6.8.1 During the execution of the Contract, the Employer reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying GCC and/or Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 25% (Twenty Five Percent) of the contract price by way of suitable amendment to the contract.

6.8.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit

rates, as identified in the Contract shall however remain constant during the currency of the Contract. In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

6.9 Progress Reports :

During various stages of the Survey work in pursuance of the Contract, the Surveyor shall at his own cost submit weekly progress reports to the Chief Project Manager`s Office of DFCCIL at Kanpur, as may be reasonably required by the Employer with such detail of work executed in survey work .

7.0 Payments

- 7.1 The payment to the Surveyor for the performance of the works under the Contract will be made by the Employer as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on fulfillment by the Surveyor of all his liabilities under the Contract.
- 7.2 All payments under the Contract shall be in Indian Rupees (INR) only.
- 7.3 Payment shall be as per contract price schedule agreed based on unit rate during Survey work. The final price schedule shall be based on approved profile & BOQ.
- 7.4 The Surveyor shall submit application for the payment to the Chief Project Manager , DFCCIL , Kanpur. Such application shall state the amount claimed and certificate of acceptance of Tower profile by SrDEE / TrD / North Central Railway / Allahabad and acceptance of each of the key deliverable reports by Chief Project Manager, DFCCIL , Kanpur or their authorized representative.
- 7.5 All costs, damages or expenses which the Employer may have paid, for which the Surveyor is liable under the Contract , or any other retention award shall be claimed by the Employer.
- 7.6 Income-tax at source at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to the Surveyor.
- 7.7 The final payment by the Employer in pursuance of the Contract shall mean the release of the Surveyor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty period, and till such time as the Contractual liabilities and responsibilities of the Surveyor, shall prevail. All other payments made under the Contract shall be treated as on-account payments. The aggregate liabilities are limited up to the total contract value.

8.0 Penalty for Delay

- 8.1 The Surveyor should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in submission of all the key deliverables beyond the target date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the contract value per week with a ceiling of 10 % of the total contract value.
- 8.2 The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with DFCC.
- 8.3 In case the Surveyor's performance is delayed due to any act of omission on the part of the Employer or his authorized agents, then the Surveyor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Employer has caused delay in the Surveyor's performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Employer shall be final.
- 8.4 In addition, the Surveyor shall not be entitled to any claim whether demonstrable or reasonable compensation if such delays have resulted in any increase in cost.

9.0 Force Majeure

- 9.1 Force majeure is herein defined as any cause which is beyond the control of the Surveyor or the Employer as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:
- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and Epidemics;
 - b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- 9.2 The Surveyor or the Employer shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Surveyor's performance of obligation has been delayed due to other causes.

10.0 Surveyor's Default

- 10.1 If the Surveyor shall neglect to execute the works with due diligence

and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Employer in connection with the works or shall contravene the provisions of the Contract, the Employer may give notice in writing to the Surveyor to make good the failure, neglect or contravention complained of. Should the Surveyor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Employer shall be at liberty to employ other workmen and forthwith execute such part of the works as the Surveyor may have neglected to do if the Employer shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Surveyor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Employer shall have free use of all Surveyor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Surveyor for fair wear and tear thereof and to the exclusion of any right of the Surveyor over the same, and the Employer shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Surveyor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case maybe. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Surveyor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Surveyor shall have to pay if the completion of works is delayed.

- 10.2 In addition, such action by the Employer as aforesaid shall not relieve the Surveyor of his liability to pay liquidated damages for delay in completion of Works .
- 10.3 Such action by the Employer as aforesaid the termination of the Contract under this clause shall not entitle the Surveyor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

11.0 Termination of Contract

- 11.1 In case of contractor fails to execute the contracts for survey work within contractual period of delivery or in case the works are found not in accordance with prescribed specification and/or the approved specification, the DFCC shall exercise its discretionary power either:
- (i) To recover, from the Surveyor as agreed, by way of penalty clause above, or
 - (ii) To execute the work from others elsewhere after giving due notice to

the surveyor on account and at the risk of the surveyor for such work not so delivered or other similar description without canceling the contract in respect of the work not yet due for delivery or

(iii) To cancel the contract.

In the event of the risk purchase of survey work of similar description, the opinion of the DFCC shall be final. In the event of action taken under clause above, the contractor shall be liable to pay for any loss which the DFCC may sustain on that account, but the contractor shall not be entitled to have any saving on such purchases made against default.

- 11.2 The Employer reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Surveyor's Default'. The Employer shall in such an event give fifteen (15) days notice in writing to the Surveyor of his decision to do so.
- 11.3 If the Surveyor is an individual or a proprietary concern and the individual or the proprietor dies and if the Surveyor is a partnership concern and one of the partners dies then unless the Employer is satisfied that the legal representatives of the individual Surveyor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its uncompleted part without being in any way liable to payment of any compensation to the estate of deceased Surveyor and / or to the surviving partners of the Surveyor's firm on account of the Cancellation of the Contract. The decision of the Employer that the legal representatives of the deceased Surveyor or surviving partners of the Surveyor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and / or the surviving partners of the estate of the deceased Surveyor and / or the surviving partners of the Surveyor's firm liable to damages for not completing the Contract.

12.0 Frustration of Contract

- 12.1 In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 13.3 below.
- 12.2 In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of willful or flagrant breach by the Owner) and/or Surveyor then the works under the Contract shall be suspended.

Furthermore, if the Employer is unable to make satisfactory alternative arrangements for financing to the Surveyor in accordance with the terms

of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

- 12.3 In the event referred to in sub-clauses 13.1 & 13.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on quantum merit basis which shall be determined by mutual agreement between the parties.

13.0 Settlement of Disputes

- 13.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 13.2 In the event of issue not getting resolved, the Employer's decision shall prevail and binding upon the Surveyor until the completion of the Works and shall forthwith be given effect to by the Surveyor who shall proceed with the Works with all due diligence, whether he requires arbitration as hereinafter provided or not.

14.0 Arbitration

- 14.1 All disputes or differences in respect of which the decision, if any, of the Employer is not acceptable to the Surveyor as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 14.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Surveyor and the Employer and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- 14.3 The arbitration shall be conducted in accordance with provisions of Indian Arbitration Act 1996 or latest amendment thereof.
- 14.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 14.5 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Employer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Employer for the purpose of obtaining the said decision.

- 14.6 No decision given by the Employer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators in any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- 14.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

15.0 Jurisdiction of Contract

- 15.1 The laws applicable to the Contract shall be the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under this Contract.

16.0 Completion of Survey Work

Upon successful completion of all the work specified in the Contract and submission of complete documents, the Employer shall issue to the Surveyor a Completion Certificate as a proof of the final acceptance of the survey work. Such certificate shall not unreasonably be withheld nor will the Employer delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed on the expiry of the guarantee period as provided for under the clause entitled 'Guarantee'.

17.0 Miscellaneous

- 17.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.
- 17.2 The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) Suspend and / or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Employer by, on behalf of and / or in relation to any Applicant; and / or

- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 17.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 17.4 All documents and other information supplied by the Employer or submitted by an Applicant shall remain or become, as the case may be, the property of the Employer. The Employer will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 17.5 The Employer reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

18.0 Definition of Terms

- 18.1 The 'Contract' means the agreement entered into between the Employer and the Surveyor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 18.2 'Employer' shall mean the Dedicated Freight Corridor Corporation of India Limited, New Delhi or any of its subsidiaries and shall include its legal representatives, successors and assigns.
- 18.3 'Surveyor' shall mean the Bidder whose bid is accepted by the Employer for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 18.7 'Work' shall mean and include the complete scope of the work of the Surveyor including survey, estimation of type of towers, quantities etc. as defined in the Contract.
- 18.8 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 18.9 Site' shall mean and include the land and other places where the patches of transmission line to be modified exist and any adjacent land, paths, street or reservoir etc which may be or have to be used by Surveyor in the performance of the Contract.

- 18.10 The term 'Contract Price' shall mean the lump-sum price quoted by the Contractor in his bid with additions and /or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.
- 18.12 'Notice of Award of Contract'/' Letter of Award'/'Telex of Award' shall mean the official notice issued by the Employer notifying the Contractor that his bid has been accepted.
- 18.13 'Order' shall mean the official letter issued by the Employer informing the acceptance of the bid.
- 18.14 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.
- 18.15 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A 'Week' shall mean continuous period of seven (7) days.
- 18.16 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Employer.
- 18.17 The term 'Final Acceptance' shall mean the Employer's written acceptance of the Works performed under the Contract, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 18.18 'Drawing', 'Plans', shall mean all:
- (a) Drawings furnished by the Employer as a basis of Bid / Proposals.
 - (b) Supplementary drawings furnished by the Employer to clarify and to define in greater detail the intent of the Contract.
 - (c) Drawings submitted by the Surveyor with his bid provided such drawings are acceptable to the Employer .
 - (d) Drawings furnished by the Employer to the Surveyor during the progress of the work; and
 - (e) Engineering data and drawings submitted by the Surveyor during the progress of the work provided such drawings are acceptable to the Employer.
- 18.19 'Codes' shall mean the relevant Acts with latest amendments pertaining to 132 kV Transmission Line as applicable in State of Uttar Pradesh (India).
- 18.20 Words imparting the singular only shall also include the plural and vice - versa if the context so requires.
- 18.21 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

18.22 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

19.0 COMPLETION PERIOD

19.1 Overall completion period of the complete survey work shall be 60 calendar days from the date of issue of LOA.

19.2 No mobilization period, idling or stoppage period will be allowed during this period of the Contract.

19.3 The completion date will be deemed to be the date on which all works on the Contract are demonstrated to be complete to the satisfaction of the DFCC and is complete in all respects as per the terms and conditions of this Contract.

PART II

TECHNICAL SPECIFICATION / SCOPE OF WORK

1.0 General Information & Scope of Work

- 1.1 A 132 kV Transmission Line owned by North Central Railway runs almost along the Indian Railway track from Prempur to Dadri. This transmission line crosses the DFC alignment at 32 locations and infringes the alignment at 4 locations as detailed at **Annexure I**. Accordingly, these 36 locations are required to be surveyed in detail for planning for shifting / modification of towers so as to achieve adequate vertical and horizontal clearances.
- 1.2 The scope of the work covers detailed survey including route alignment, profiling, tower spotting, optimization of locations, contouring, and Geo – technical investigation for the 36 patches of the transmission lines.
- 1.3 The scope of work inter-alia shall include the following:
- a. Walk over survey
 - b. Detailed Survey using GPS, Total Work stations, long range scanners & Digital theodolites of reasonable accuracies or alternatively using ALTM (Airborne Laser Terrain Modeling) techniques, inter-alia including :
 - ✓ Digitized profiling along the selected route along with plan details.
 - ✓ Computer aided tower spotting & optimization
 - ✓ Soil resistivity measurement along the route
 - c. Preparation of Survey reports including estimation of Bill of Quantities, identification and explanation of route constraints (like Forest, Animal/ Bird sanctuary, reserve coal belt areas, oil pipe line/underground inflammable pipe lines etc.), infrastructure details available en-route etc.
- 1.4 The Surveyor must note that the Employer shall not be responsible for loss or damage to properties, trees etc. due to Surveyor's work during survey. The Surveyor shall indemnify the Employer for any loss or damage to properties, trees etc. during the survey work.
- 1.5 The route Alignment shall be carried out by the Surveyor using Survey of India topographical maps. The Surveyor should note that Employer will not furnish topographical maps prepared by survey of India but will make available assistance that may be required in obtaining these by providing letters of recommendation to the concerned authorities. Further, in case the Surveyor opts for use of ALTM techniques for detailed survey, he shall be responsible for obtaining necessary clearances / permissions, as may be required from concerned authorities. The Employer will provide assistance that may be required in obtaining these clearances/ permissions by providing letters of recommendation to the concerned authorities.
- 1.6 The work shall be carried out by the Surveyor using modern surveying techniques. The bidder shall indicate in his offer, the detailed description of the

procedure to be deployed. The details of the equipment & facilities including computer aided tower spotting etc. available with the bidder or his associates shall also be furnished with the bid.

- 1.7 After carrying out the detailed survey and soil resistivity tests, the Surveyor shall estimate complete BOQ of the transmission lines and submit the same as per the BOQ format specified in Annexure II , Part II with the Technical Specifications, to the Employer. The BOQ should also be supported by the appropriate documents / rate analysis.

2.0 Route Alignment

- 2.1 The re-routing of the transmission line shall be most economical from the point of view of construction and maintenance. The Surveyor shall identify & examine alternative route alignments and suggest to the Employer the optimal route alignment.
- 2.2 Routing of transmission line through protected/reserved forest area should be avoided. In case it is not possible to avoid the forests or areas having large trees completely, then keeping in view of the overall economy, the route should be aligned in such a way that cutting of trees is minimum.
- 2.3 The route should have minimum crossings of Major river, Railway lines, National / State highways, overhead EHV power line and communication lines.
- 2.4 The number of angle points shall be kept to minimum.
- 2.5 The distance between the terminal points specified shall be kept shortest possible, consistent with the terrain that is encountered.
- 2.6 Marshy and low lying areas, river beds and earth slip zones shall be avoided to minimize risk to the foundations.
- 2.7 It would be preferable to utilize level ground for the alignment.
- 2.8 Crossing of power lines shall be minimum. Alignment will be kept at a minimum distance of 300 m from power lines to avoid induction problems on the lower voltage lines.
- 2.9 Crossing of communication line shall be minimized and it shall be preferably at right angle. Proximity and parallelism with telecom lines shall be eliminated to avoid danger of induction to them.
- 2.10 Areas subjected to flooding such as nalah shall be avoided.
- 2.11 Restricted areas such as civil and military airfield shall be avoided. Care shall also be taken to avoid aircraft landing approaches.
- 2.12 All alignment should be easily accessible both in dry and rainy seasons to enable maintenance throughout the year.
- 2.13 Certain areas such as quarry sites, tea, tobacco and saffron fields and rich plantations, gardens & nurseries which will present the Employer problems in

acquisition of right of way and way leave clearance during construction and maintenance should be avoided.

- 2.14 Angle points should be selected such that shifting of the point within 100 m radius is possible at the time of construction of the line.
- 2.15 The line routing should avoid large habitations, densely populated areas, Forest, Animal/Bird sanctuary, reserve coal belt areas, oil pipe line/underground inflammable pipe lines etc. to the extent possible.
- 2.16 The areas requiring special foundations and those prone to flooding should be avoided.
- 2.17 Final digitized route alignment drawing with latest topographical and other details/features ,on both sides of selected route alignment shall be submitted by the Surveyor. Changes in the route alignment, if any, during detail survey, shall be incorporated in the final digitized route alignment drawings.
- 2.18 Alignment Map to the scale 1,50,000 and indicating main topographical features within 100 meters of the alignment, important landmark, approached, nature of jungles, any obstruction the right of way and other information helpful and/or vital in the construction of the line should be prepared. The map shall be on sheets of size 280x1016 mm with 3 Cm. Overlap on the following sheets. To facilitate checking of the alignment suitable reference marks shall be provided along with the alignments at distance of not more than 500 meters from each other. Stone pillars shall be fixed at every angle points. The maps prepared as above, shall be submitted in six copies for approval of the Purchaser. Soft copy of map is also to be submitted.

3.0 **Detailed Survey**

- 3.1 The detailed survey shall be carried out using GPS, Total station, digital theodolites etc. along the approved route alignment. As an alternative, the Surveyor may also use ALTM (Airborne Laser Terrain Modeling) techniques of equal or better accuracy for the detailed survey.
- 3.2 Soil resistivity, along the route alignment shall be measured in dry weather by four electrode method keeping inter-electrode spacing of 50 mtrs. For calculating soil resistivity formula $2\pi ar$ (Where $a=50$ m and $r=$ megger reading in ohms) shall be adopted. Measurement shall be made at every patch of transmission line having a crossing and every 2 km on the patch having horizontal infringement. In case soil characteristics changes within 2 to 3 km, values shall have to be measured at intermediate locations also. Megger reading and soil characteristics should also be indicated in the soil resistivity results.

4.0 **Route Marking**

- 4.1 The route of the transmission line shall be recorded using GPS/DGPS of positional accuracy less than 3m.

- 4.2 The co-ordinates of all the angle points as well as other important crossings, landmarks etc. shall be recorded using GPS for easy relocation.
- 4.3 At the starting point of the route survey for each of the 36 patches of the transmission line, an angle iron spike of 65x65x6mm section and 1000mm long shall be driven firmly into the ground to project only 150mm above the ground level. A punch mark on the top section of the angle iron shall be made to indicate location of the survey instrument. Teak wood peg 50x50x650mm size shall be driven at prominent position at intervals of not more than 750 metre along the transmission line to be surveyed up to the next angle point. Nails of 100 mm wire length should be fixed on the top of these pegs to show the location of instrument. The pegs shall be driven firmly into the ground to project 100mm only above ground level. At angle position stone / concrete pillar with DFCCIL marked on them shall be put firmly on the ground for easy identification.

5.0 Profiling

- 5.1 The complete profiling at the specified 36 locations shall be carried out using modern surveying equipments viz. total stations, DGPS etc. Reference levels at every 20 metres along the route are to be recorded. Reference levels at other undulations along the route as well as in the route plan and other en-route details viz. crossings, building & structures, trees & other infrastructure etc shall also be recorded. Areas along the route, which in the view of the Surveyor, are not suitable for tower spotting, shall also be marked.
- 5.2 The profiling details shall be digitized and the data shall be prepared & stored in the format compatible to computer-aided tower spotting software. A printed / plotted output of the digitized profiling shall be submitted by the Surveyor to Employer for review before taking up computer-aided tower spotting.
- 5.3 The profile shall be prepared on Centimeter Graph paper on scale 1: 2000 horizontal and 1:200 vertical on 1.0, 10.0 mm squared paper. If the difference in levels be too high, the chart may be broken up accordingly to requirement. A 10mm overlap shall be shown on each following sheet. The chart shall progress from left to right. Sheet shall be 594 mm wide in accordance with the IS standards. For 'as built' profile these shall be in A1 size. The profile should be submitted to the official of DFCC along with the tower schedule indicating the minimum and maximum weight spans. Application of tower spotting shall be done as per IS 5613 (Part 3/ sec. 2): 1989 Annexure - B. Tolerance in over head line construction as per IS 5613 (Part 3/ sec. 2): 1989 Annexure -C.

6.0 Optimization of Tower Location / Tower Spotting

- 6.1 Optimization of tower locations including profiling shall be done by the Surveyor using computer-aided tower spotting software - PLSCADD and shall furnish sample calculations and manual tower spotting drawings for some typical sections.
- 6.2 The sag-template curves as well as tower spotting data shall be furnished by the Surveyor to the Employer. Sag templates prepared based on the sag template curves shall be used for tower spotting on the profiles. Two numbers of the approved template [as per IS 5613 (Part 3 / sec. 2): 1989 Annexure-B], prepared on rigid transparent plastic sheet shall be provided for checking. The template shall be on the same scale as that of profile.

While profiling & spotting the towers, the following shall be borne in mind:

a) Span

The number of consecutive spans between the section points shall not exceed 15 spans or 5 km in plain terrain and 10 spans or 3km in hilly terrain. A section point shall comprise of tension point with B/DB/QB type or C/DC/QC type or D/DD/QD type towers as applicable.

b) Extension/Truncation

An individual span shall be as near to the normal design span as possible. In case an individual span becomes too short with normal supports on account of undulations in ground profile, one or both the supports of the span may be extended by inserting standard body / leg extension. In case of locations where the ground clearance is available, truncated towers may be spotted. The provisions kept in the design of towers w.r.t. body / leg extensions, truncations shall be intimated by the Surveyor.

c) Loading

There shall not be any upward force on suspension towers under normal working conditions and the suspension towers shall support at least the minimum weight span as provided in the designs. In case uplift is unavoidable, it shall be examined if the same can be overcome by adding standard body extensions to the towers failing which tension towers designed for the purpose shall be deployed at such positions.

6.3 Road Crossing

At all important road crossings, the tower shall be fitted with normal suspension and tension insulator strings depending on the type of tower, but the ground clearance at the roads under maximum temperature and in still air shall be such that even with conductor broken in adjacent span, ground clearance of the conductor from the road surfaces will not be less than specified minimum

ground clearance. At all national highways D/DD/QD type towers with double tension insulator strings shall be used and crossing span will not be more than 250 meters.

6.4 **Railway Crossings**

At the time of detailed survey, the railway crossings shall be finalized as per the regulation laid down by the Railway Authorities. The following are the important features of the prevailing regulations (revised in 1987)

- i) The crossings shall be supported on D/DD/QD type tower on either side depending on the merits of each case.
- ii) The crossing shall normally be at right angle to the railway track.
- iii) The minimum distance of the crossing tower shall be at least equal to the height of the tower plus 6 meters away measured from the centre of the nearest railway track.
- iv) No crossing shall be located over a booster transformer, traction switching station, traction sub-station or a track cabin location in an electrified area.
- v) Minimum ground clearance above rail level of the lowest portion of any conductor under condition of maximum sag shall be maintained at 17.90 m for 132 kV transmission lines.
- vi) The crossing span will be limited to 300 meters.

6.5 **River Crossings**

In case of major river crossing, towers shall be of suspension type along with anchor towers of D/DD/QD type tower on either side of the main river crossing. Alternately on the basis of economics and/ or site/ execution constraints crossing of rivers using extended angle towers also shall be considered. For navigable rivers, clearance required by navigation authority shall be provided. For non navigable river, clearance shall be reckoned with respect to highest flood level (HFL).

6.6 **Power line Crossings**

Where the line is to cross over another line of 132 kV or above voltage level, D/DD/QD type towers with suitable extensions shall be used, depending upon merit of the prevailing site condition. For line crossing lower than 132 kV voltage level, suspension / tension tower with suitable extension may be used depending upon the merit of the prevailing site condition. Provisions to prevent the possibility of its coming into contact with other overhead lines shall be made in accordance with the Indian Electricity Rules, 1956 as amended up-to-date. In order to reduce the height of the crossing towers, it may be advantageous to remove the ground-wire of the line to be crossed (if this is possible, and permitted by the Employer of the line to be crossed).

Minimum clearance in metres between lines when crossing each other:

Nominal System Voltage	110-132kV	220kV	400kV	765kV
110-132kV	3.05 m	4.58 m	5.49 m	7.94 m
220kV	4.58 m	4.58 m	5.49 m	7.94 m
400kV	5.49 m	5.49 m	5.49 m	7.94 m
765kV	7.94 m	7.94 m	7.94 m	7.94 m

6.7 Telecommunication Line Crossings

The angle of crossing shall be as near to 90 degree possible. However, deviation to the extent of 30 degree may be permitted under exceptionally difficult situations.

When the angle of crossing has to be below 60 degree, the matter shall be referred to the authority in charge of the telecommunication System and permission of the telecommunication authority may be obtained by the Surveyor. The assistance of the Employer shall be available in form of provision of letters of recommendation to the concerned authorities.

Also, in the crossing span, power line support will be as near the telecommunication line as possible, to obtain increased vertical clearance between the wires.

6.8 Details En-route

All topographical details, permanent features, such as trees, building etc. 13.5m (for 132 kV) on either side of the alignment shall be detailed on the profile plan . The list should contain the following:

- a) Girth (circumstances) measured at a height of 1 meter from ground level.
- b) Approximate height of the tree with an accuracy of +2 meters.
- c) Name of the type of the species / tree.
- d) The bushy and under growth encountered within the 27m for 132 kV line should also be evaluated with its type, height, girth and area in square meters, clearly indicating the growth in the tree / bush statement.
- e) Clearance from ground, buildings, trees and telephone lines shall be provided in conformity with the Indian Electricity Rules, 1956 as amended up to date.
- f) The Surveyor shall count, mark and put proper numbers with suitable quality of paint at his own cost on all the trees that are to be cut by the Employer at the time of actual execution of the work.

- 6.9 The Surveyor shall also identify the forest / non-forest areas involved duly authenticated by concerned authorities.
- a) A statement of forest areas with survey / compartment Nos. (all type of forest RF / PF / Acquired forest / Revenue forest / Private forest / Forest as per dictionary meaning of forest etc.)
 - b) A statement of non-forest areas with survey / compartment nos.
 - c) Tree cutting details (Girth wise & specie wise)
 - d) Marking of forest areas with category on topo sheets 1:250000 showing complete line route, boundaries of various forest divisions and their areas involved.
 - e) Village forest maps of affected line and affected forest area and marking of the same.
 - f) Forest division map showing line and affected forest area.
- 6.10 The Surveyor shall also intimate the Employer his assessment about the likely amount of tree & crop compensation etc. required to be paid by the Employer during execution stage. This assessment shall be done considering prevailing practices / guidelines, local regulations and other enquiries from local authorities.
- 6.11 The Surveyor shall finalize the forest clearance proposal on the prescribed format, as per requirement of the state / MOE&F, duly completed in all respects for submission by the Employer to the Forest Department.
- 6.12 **Preliminary Schedule**
- The profile sheets showing the locations of the towers together with preliminary schedules of quantities indicating tower types, wind & weight spans, angle of deviation, crossing & other details etc. shall be submitted by the Surveyor.
- 6.13 The changes desired by the Employer in the preliminary tower schedule or as may be required based on detailed survey of tower locations & contouring by the Surveyor, shall be carried out by the Surveyor and the final tower schedule shall be submitted for approval of Employer. The tower schedule shall show position of all type of towers, span length, type of foundation for each tower, benching & revetment requirement, towers extensions and equal/unequal leg extensions, wind spans, weight span, deviation at all angles, crossings & other details etc.
- 7.0 Survey Methodology & Precision**
- 7.1 All elevations shall be referenced to benchmarks established by the survey of India. Survey operations shall begin and end at benchmarks approved by the Employer.

7.2 All important objects and features along the transmission line centerline (railways, highways, roads, canals, rivers, transmission lines, distribution lines, telephone lines etc.) shall be surveyed and located with a positional accuracy of 1:2000 between points of known horizontal position.

8.0 Survey Report

8.1 Complete BOQ for the modification of 36 patches of the transmission line as per the format specified at Annexure II with this technical specifications shall be furnished in the survey report.

8.2 Each angle point locations shall be shown with detailed sketches showing existing close by permanent land marks such as specific tree(s), cattle shed, homes, tube wells, temples, electric pole / tower, telephone pole, canal, roads, railway lines etc. The relative distance of land marks from the angle points and their bearings shall be indicated in the sketch. These details shall be included in the survey report.

8.3 Information w.r.t. infrastructure details available en-route, identification and explanation of route constraints, etc shall also be furnished in the Survey report and shall inter-alia include the following:

8.4 Information regarding infrastructural facilities available along the final route alignment like access to roads, railway stations, construction material sources (like quarry points for stone, sand and availability of construction water), labour, existing transport facilities, fuel availability etc. shall be furnished in the survey report.

8.5 All observations which the Surveyor thinks would be useful for the construction of the transmission lines mentioned under scope of work are to be reported.

8.6 Working months available during various seasons for undertaking the modification work at 36 patches , with period, time of sowing & harvesting of different type of crops and the importance attached to the crops particularly in the context of way leave problems and compensation payable shall be stated by the Surveyor.

8.7 Some portions of the line may require clearance from various authorities. The Surveyor shall indicate the portion of the line so affected, the nature of clearance required and the name of concerned organizations such as local bodies, municipalities, P&T (name of circle), Inland navigation, irrigation Department, Electricity Boards and Zonal railways, Divisional Forest Authorities etc.

8.8 All the requisite data for processing the case for statutory clearances such as PTCC, Forest and Railway shall be provided along with the report.

8.9 Three copies of survey reports shall be furnished by the Surveyor to the Employer.

9.0 Key deliverables

The Surveyor shall prepare their Work Plan based on their assessment keeping in consideration the submission of the following key deliverables and the completion period as envisaged by the Employer

	Description of Key deliverables
(i)	Complete profile of the Transmission Line for each crossing / infringement separately as per good standard practice. [Ref.Annexure (IV) Form-IV-A]
(ii)	Sag templates as per clause 6.2 ,part-II
(iii)	Tower Schedule for each crossing / infringement separately as per good standard practice. [Ref.Annexure (IV) Form-IV-B]
(iv)	Soil Resistivity Test Report at each crossing /infringement. [Ref.Annexure (IV) Form-IV C]
(v)	Estimate / BOQ along with the rates / rate analysis, of all items of works required for modification works for each of the 36 crossings / infringements. [Ref.Annexure (III)]

N.B.:1. Three sets hard copies of each documents mentioned at item no. (i),(iii)&(iv) to be submitted for scrutiny and approval by DFCC/Railways.

2. Two nos. of soft copies and six sets of hard copies of documents mentioned at item no. (i),(iii)&(iv) to be submitted as final submissions.

10.0 Payment schedule

90% of the payment will be made on completion of the work at the accepted rate provided the submission of all of the above key deliverables have been made within the completion period to the satisfaction of the Employer,for approval as specified in above clause (Note..1). In case of delay of any key deliverable, the Surveyor shall be penalized in terms of Clause 9.0 of Part I - General of this RFP.

Balance 10% payment shall be payable to the Surveyor on submission of Performance Bank Guarantee from any Nationalized / Schedule Bank , as specified in Form-6, Part III which shall be valid for a period of 24 months from the date of submission so that the same is valid during execution of the work of modification of 132 kV transmission line through a separate contract.

11.0 Completion of Survey

All the data and deliverables shall be compiled, classified and submitted by the Surveyor to the Employer in hard and soft form. The outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Employer. The work of Survey shall stand completed on acceptance by the Employer of all the deliverables and issue of a Certificate by the Employer to that effect.

Annexure I**Locations of 132 kV transmission line infringing DFC alignment**

Sn	Location	Chainage / KM
	Crossing	
1	Jeonath Pur (RTR)	1.100
2	Jeonathpur (RTR)	2.150
3	Fateh pur Detour	5600
4	Bhaupur	2450
5	Bhaupur	5470
6	Achalada / Bypass	1116/1-3
7	Achalada / Bypass	3540
8	Bharthana / Bypass	1251.86
9	Bharthana / Bypass	9266
10	Etawah / Bypass	268
11	Etawah / Bypass	2326
12	Firozabad / Detour	500 (1224/7-9)
13	Firozabad / Detour	1800
14	Firozabad / Detour	2220
15	Firozabad / Detour	7220
16	Firozabad / Detour	11500
17	Tundla / Detour	1877
18	Tundla / Detour	3985
19	Barhan / Detour	938 (1262/27-29)
20	Barhan / Detour	2430
21	Hathras / Bypass	580
22	Hathras / Bypass	9100
23	Aligarh Junction / Detour	700
24	Aligarh Junction / Detour	26806
25	Kanpur / Bypass	1126

26	Kanpur / Bypass	12000
27	Kanpur / Bypass	16315
28	Khurja / RFO	1524
29	WAIR / Detour	1286.03
30	WAIR / Detour	2925
31	BORAKI / Detour	886
32	BORAKI / Detour	3034
	Parallel	
33	Jinhak – Kauchousi	1088/27-1089/1
34	Pata – Shmaho	1122/23-25
35	Pata – Shmaho	1123/5-7
36	Barthana – Ekdul	1146/23-25

Annexure - II**Financial Bid**

	Item	Unit	Qty.	Unit Rate	Amount (Rs.)
1	Detailed survey and complete profile of the Transmission Line for crossings /infringements as per scope of work		111		
		TOTAL			

Note :

Total amount quoted should be mentioned in words also.

Annexure III

Reporting form for Estimate / BOQ with rates of all items of works required for modification works for each of the 36 crossings / infringements.

Sno.	Description	Unit	Quantity		Unit Price		Amount	
			Supply	Erection	Supply	Erection	Supply	Erection
1.								
2.								
3.								

Note:

1. The supply rates shall be ex-works price. Freight component and tax etc. may be tabulated separately.
2. The erection prices should also indicate unit erection prices. Works tax and other statutory taxes shall be indicated separately.

Annexure - IV**Form- IV- A****Format for Profile plotting**

The profile to be prepared on centimetre graph paper in scale 1:2000 (Hor) and 1:200 (ver) on 594 mm wide sheet. As build profile shall be on A-1 size sheet. The profile should contain the following graphic information.

Form- IV- B**Format for Tower schedule**

The tower schedule shall be tabulated containing following information.

1. Tower No./ Location No.
2. Chainage
3. Reference Survey bench mark no. / pillar no. of DFCC track.
4. Ruling span
5. Weight span
6. Wind span
7. Angle of deviation
8. Type of Foundation and code, if any.
9. Benching/revetment details, if required
10. Details of extensions, if required.

11. Form- IV-C**Format for Soil resistivity**

S.No.	Tower No./Loc.No.	Chainage	Resistivity (in Ohm - m)
1			
2			
3			

PART III

Forms

Form 1

Proposal Submission Form

To,

The General Manager / Elect (EC)
Dedicated Freight Corridor Corporation of India Limited,
Room # 432 , 4th Floor Pragati Maidan Metro Station Building Complex ,
New Delhi – 110001 , INDIA

SUB : RFP for Survey work of 132 kV Double Circuit Transmission line of North Central Railway.

Ref : DFCCIL RFP no. HQ/EL/SURVEY/EC/132 kV

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the RFP Documents, including Addenda.
- (b) We offer to execute the Survey Works in conformity with the RFP Documents;
- (c) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the RFP Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to submit a security deposit cum performance guarantee in accordance with the RFP Documents;
- (e) If our bid is accepted, we commit to submit work method statements for all major activities and get these approved from the Employer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements without any deviations.
- (f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with Clause 2.3, Part-I.
- (g) We are not participating , as an Applicant or its constituents , in more than one bid in this bidding process in accordance with clause 2.4, Part-I.
- (h) We declare that we are not liable to be disqualified in Accordance with the conditions as laid down in RFP and we are enclosing the affidavit for the same as per the Performa given in the bid document.

- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (j) 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 are

detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security and the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Date

Name _____

In the capacity of _____

signed duly authorized to sign the Bid for and on behalf of

Form 2**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY APPLICANT ALONGWITH THE APPLICATION**

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the Applicant(s))***

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

- *1. That the Applicant or any of its constituents has not been Blacklisted / banned for business dealing by any Government Department, Government Agency or public sector undertaking, at any time and / or no such blacklisting is in force as on the deadline for submission of Applications.
2. That none of the previous contracts of the Applicants or any of its constituents has been terminated/rescinded for Contractor's failure by Dedicated Freight Corridor Corporation of India Limited (DFCCIL) during the period of last 2 years before the deadline for submission of Applications.
3. The Applicant or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by DFCCIL due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of Application, unless it has been set aside by the competent authority. [2 years shall be reckoned from the date on which imposed Liquidity Damages (L.D.) has exceeded 5% of the contract price].
4. That Applicant or any of its constituents is neither Bankrupt / Insolvent nor is in the process of winding-up nor there is a case of pending before any Court on the deadline of submission of the Application.
5. That the name of the Applicant or any of its constituents is not on the list of "Poor Performer" of any previous contract awarded by DFCCIL or Government Department, Government Agency or public sector undertaking as on the deadline for submission of Application.
6. That the Applicant or any of its constituents has not been issued a Show Cause Notice for poor performer/blacklisting/ banning of business or order

for suspension of business by DFCCIL, or Government Department, Government Agency or public sector undertaking
(Whether or not decision on the show cause notice is still pending.)

7. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
8. We declare that the information and documents submitted along with the bid by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
9. We understand that if the contents of the affidavit are found to be false at any time during Application evaluation, it will lead to forfeiture of the Bid security. Further, we____(Name of Firm) and all our constituents understand that we shall be liable to be blacklisted from award of any future contract for a period of two years from the date of submission of the Application.
10. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Security cum Performance Guarantee and Blacklisting, from any award of future contracts for a period of five years from the deadline for submission of Applications.

SEAL AND SIGNATURE OF THE APPLICANT

Verification:

Verified on _____ day of _____ at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE APPLICANT

* *Modify the contents wherever necessary.*

** *The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Applicant.*

Attestation before Magistrate/Public Notary

Form - 3

PROFORMA FOR CONTRACT AGREEMENT
(Non Judicial Stamp Paper of Rs. 100/-)

This Agreement is made at Kanpur _____ day of _____ 2011 (Two thousand eleven) between M/s _____ (address of office) _____ (hereinafter referred to as "THE SURVEYOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the ONE PART and the Dedicated Freight Corridor Corporation of India Ltd, having their Head office at 5th Floor, Pragati Maidan Metro Station Building, New-Delhi 110001 acting through Chief Project Manager , DFCCIL, Kanpur (hereinafter called "The DFCC" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other Part.

WHEREAS the aforesaid DFCC has accepted the tender of the aforesaid contractors for _____ as per DFCC's Order no. _____ hereinafter called "the works" and more particularly described and enumerated or referred to in the _____ specification, terms and conditions prescribed in the order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Sri _____ on behalf of the contractors and by _____ on behalf _____ of the DFCC, a list whereof is made out in the Schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression "The works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS THE DFCC has accepted the tender of contractors for the construction of the said works for the sum of Rs. _____ Rupees (_____) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSESS AND IT IS HEREBY AGREED AND DECLARED THAT.

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms and conditions and stipulations contained in this contract, and in consideration of the due provision, executions, supply and completion of the works agreed to the contractor as aforesaid the Board doth hereby covenant with the contractor to pay all the sums of moneys as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.

2. The conditions and covenants stipulated here-in-before in this contract are subject to and without prejudice to the rights of the DFCC to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by

the contractor of the conditions and the covenants as stipulated in the general conditions, specifications, forms or tender schedule etc. attached with DFCC's Order no. _____.

The contract value, extent of survey works, delivery dates, specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

3. List of documents forming part of the contract agreement are as under:

- i. DFCC's RFP No. _____ and contractor's offer opened on dated ____/____/2011.
- ii. DFCC order no. dated ____ / ____ / 2011.
- iii. Contractor's acceptance of order vide letter No. _____.
- iv. Contractor's Partnership Deed dated _____.
- v. Contractor's Power of Attorney / Board Resolution authorizing person to sign on behalf of Firm.

In witness whereof the parties hereto have set their hands and seals this ____day _____ month, _____year.

Signed, sealed and delivered by

For and on behalf of DFCCIL Kanpur

For and on behalf of M/s _____

(Signature with name, Designation and official seal)

(Signature with name, Designation)

Address : _____

Address : _____

In the presence of

In the presence of

(Full Name, Address and Signatures)

(Full Name, Address and Signatures)

i) _____ (Signature)

i) _____ (Signature)

ii) _____ (Signature)

ii) _____ (Signature)

Form - 4

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Msson/daughter/wife and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the SURVEYOR for Survey of double circuit 132 kV transmission line / towers of North Central Railway for infringements to Eastern Dedicated Freight Corridor alignment and estimation of quantities / scope of work for undertaking work of shifting / modification in the state of Uttar Pradesh in India, proposed to be developed by the Dedicated Freight Corridor Corporation of India Limited (the "Employer") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2011

For _____
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

(Signature, name, designation and address of the Attorney)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate value and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Form-5**(Ref.Clause 2.18 Part-I)****(BANK GUARANTEE FOR E.M.D/BID SECURITY ON NON JUDICIAL STAMP PAPER OF Rs.100/-)
BANK GUARANTEE**

WHEREAS Messer's _____ (Name and address of the firm) having their registered office at _____ (address of firm's registered office) (here in after called the 'Surveyor') wish to participate in the RFP No. _____ for _____ (Survey work) of _____ (Name of the work) _____ for Dedicated Freight Corridor Corporation Limited (hereinafter called the "Beneficiary") and WHEREAS a Bank Guarantee for Rs. _____ (Amount of E.M.D./Bid security) valid till _____ (mention here date of validity of this guarantee which will be _____ months beyond initial validity of Surveyor's offer), is required to be submitted towards Earnest Money Deposit/Bid security by the 'Surveyor' along with the tender.

We, _____ (name of the Bank and address of the Branch giving the Bank Guarantee), having our registered office at _____ (address of Bank's registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocal and unconditionally to pay within 48 hours on demand in writing from the Dedicated Freight Corridor Corporation Limited or any officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D./Bid security (Rupees _____)) to the said Dedicated Freight Corridor Corporation Limited, New Delhi on behalf of the 'Surveyor'.

We _____ (Name of the Bank) _____ also agree that withdrawal of the RFP or part thereof by the 'Surveyor' within its validity or non-submission of Security Deposit by the 'Surveyor' within one month from the date tender or a part thereof has been accepted by the corporation would constitute a default on the part of the 'Surveyor' and that this Bank Guarantee is liable to be invoked and encashed within its validity by the beneficiary in case of any occurrence of a default on the part of the 'Surveyor' and that the encashed amount is liable to be forfeited by the beneficiary .

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by change in the constitution of the Bank or the firm of 'Surveyor' or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our acknowledge or consent by or between the 'Surveyor' and the Dedicated Freight Corridor Corporation Limited, New Delhi.

NOTWITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. _____ (amount of E.M.D./Bid Security (Rupees _____) _____ (in words). Our guarantee shall remain in force till _____ (date of validity of the guarantee).

Place :**Signature of the Bank's authorized Signatory**

Date : with official seal.

Form-6**Bank Guarantee for Security Deposit cum Performance Guarantee**

(Refer Clause 6,Part)

To

Group General Manager / Finance

Dedicated Freight Corridor Corporation India Limited

5th Floor , Pragati Maidan Metro Station Complex Building,

New Delhi 110001

In consideration of ***** acting on behalf of the Dedicated Freight Corridor Corporation India Limited under Ministry Of Railways , Government of India , (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the 'Surveyor' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Employer's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement for the work of 'Survey of double circuit 132 kV transmission line / towers of North Central Railway for infringements to Eastern Dedicated Freight Corridor alignment and estimation of quantities / scope of work for undertaking work of shifting / modification in the state of Uttar Pradesh in India, and the 'Surveyor' having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Employer for performance of the said Agreement.

1. We, (herein after referred to as the "Bank") at the request of the 'Surveyor' do hereby undertake to pay to the Employer an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said 'Surveyor' of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount / claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said 'Surveyor' of any of the terms or conditions contained in the said Agreement or by reason of the Surveyor's 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. (Rupees).
3. We (indicate the name of Bank) undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the 'Surveyor' in any suit or proceeding pending before any court or tribunal relating thereto, our

liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the 'Surveyor' shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said 'Surveyor' and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of 24 months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said 'Surveyor' from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said 'Surveyor' and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said 'Surveyor' or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 'Surveyor' or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Surveyor'(s).
7. We,..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** Lacs (Rupees ***** Lacs) only. The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For Name of Bank:

Seal of the Bank:

Dated : the day of, 2011

(Signature, name and designation of the authorized signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form 7

Particulars of Applicant

Date: [insert day, month, year]

RFPNo. and title: _____

Page [insert page number] of [insert total number] pages

Applicant's legal name [insert full legal name]
Applicant's Actual country of constitution: [indicate country of Constitution]
Applicant's actual year of constitution: [indicate year of Constitution]
Applicant's address [insert street/ number/ town or city/]
Applicant's authorized representative information Name: [insert full legal name] Address: [insert street/ number/ town or city] Telephone/Fax numbers: [insert telephone/fax numbers, including city codes] E-mail address: [indicate e-mail address]
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above. <input type="checkbox"/> In case of Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Signature of Authorized Representative of Company/Agency

NAME: _____ STATUS: _____ Name of bidding Company

Form-8**Financial Capacity of the Bidder**

[The following tables shall be filled in for the Applicant.]

Applicant's Legal Name: [insert full name]

Date: [insert day, month, year]

Applicant's Party Legal Name:[insert full name]

RFP No. and title: [inset number and title]

Page [insert page number] of [insert total number] pages

1. Annual Turnover*[insert amount in Lacs]*

S/No.	Name of Employer	Annual Turnover		
		Year 1 (Financial year to be indicated by Applicant)	Year 2 (Financial year to be indicated by Applicant)	Year 3 (Financial year to be indicated by Applicant)

1. Financial documents

The Applicant shall provide copies of the balance sheets and/or financial statements for 3 (Three) years, in pursuant to clause 2.2.2 Part I. The financial statements shall

- (a) reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies.
 - (b) be audited by a certified accountant.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the three years required above; and complying with the requirements.

Signature of Authorized Representative of Company/Agency

NAME: _____

STATUS: _____ Name of bidding Company

FORM-9**Abstract of eligible assignments of Bidder**

[The following table shall be filled in for the Applicant]

Applicant's/ Name: [insert full name]

Date: [insert day, month, year].

RFP No. and title: [insert ICB number]

Page [insert page number] of [insert total number] pages

[Identify contracts that demonstrate clear involvement in survey of 132 kV and above either solely for survey work or the execution of construction of 132 kV or above voltage class Transmissionlines, which included survey and tower spotting works.]

A. Value of Orders executed [Value to be indicated in Lacs(Rs.)]

Sno.	Contract details				Dates		Remarks
	Employer	Name work	Total Order Value	Value of Survey work	Start	Finish	
1							
2							

B. KMs of Works executed

Sno.	Contract details				Dates		Remarks
	Year	Employer	Name of work	Total Order (survey kms)	Start	Finish	
1							
2							

Signature of Authorized Representative of Company/Agency

NAME: _____

STATUS: _____ Name of bidding Company

Note: All completion certificates must be certified by the client and attested by Notary (self declaration is not acceptable).

1. While calculating the quantities / values percentage participation of the bidder (in case of participation as JV firms) to be mentioned clearly.
2. In case of the Employer's certificate, duly notarized, specifically mentions the start and end of the key activity with quantities executed then this period shall be taken into consideration.

FORM –10

INDEMNITY BOND (On paper of requisite stamp value)

We, M/s _____(Name and address of the firm) hereby undertake that :

1. We shall be entirely responsible to carry out the survey work awarded to us with complete safety and all precautions shall be taken to ensure that no damage/loss is caused to DFCC or Railways or Public or private property on account of execution of works by us.
2. We also indemnify the DFCC against any loss /damage or deterioration of public or private property (including crop) whatsoever and we shall be liable to pay an amount of Rs.-----(equal to 3 (three) times the value of the agreement) in case of any loss / damages on our account.
3. We also indemnify the DFCC towards adhering to all statutory obligations pertaining to environmental protection.
4. Should any loss, damage occur, compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day _____ day of _____ 2011

for and on behalf of

M/s _____(Surveyor)

Signature of witness

Name of witness in Block letter.

Address.