



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Public Sector Undertaking of Ministry of Railways)
702/2 Shastri Nagar, Meerut**

TENDER DOCUMENT

Tender No.: “MTC/DFCCIL/Preliminary Works/2011-12/1”

NAME OF WORK: Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge , staking out alignment, preparation of Land plans , Geotechnical investigation, preparation of GAD for bridges and yard plans , providing facilitation services for land Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut

Approximate cost of work	:	Rs. 65.20 Lakh
Earnest money	:	Rs. 1,30,400/- Only
Completion period	:	10 (Ten) months
Tender closing date	:	28-02-2012 at 15.00 hours
Tender opening date	:	28-02-2012 at 15.30 hours

NOT TRANSFERABLE

Issued by : Chief Project Manager;
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED;
702/2 Shastri Nagar; Meerut

Issued to :

M/s
.....
.....

For CPM/Meerut



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Public Sector Undertaking of Ministry of Railways)
702/2 Shastri Nagar, Meerut

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I N D E X

Sr.No.	Description	Page
1	Forwarding letter by tenderer	3
2	Section -1; Instructions to tenderer(s)	4-9
3	Section -2; General Conditions of contract	10-19
4	Section -3 ; Special condition of contract	20-31
5	Section-4: Schedule of approximate quantities	32-37
6	Rate Sheet	38
7	Annexure	
	(i)Format for performance guarantee	39
	(ii)Format for FORM OF AGREEMENT	40
	(iii)Brief details of the bidder	41
	(iv)Check Note	42

For CPM/Meerut



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Public Sector Undertaking of Ministry of Railways)
702/2 Shastri Nagar, Meerut

Forwarding letter by Tenderer

To,
Chief Project Manager
DFCCIL, MEERUT

Tender No.: “MTC/DFCCIL/Preliminary Works/2011-12/1”

NAME OF WORK: Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge , staking out alignment, preparation of Land plans , Geotechnical investigation, preparation of GAD for bridges and yard plans , providing facilitation services for land Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut

1. I/We have read the various conditions of tender attached hereto and hereby I/We agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our '**Earnest Money**'. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of **Rs. 1,30,400/- (Rs. One lakh thirty thousand four hundred only)** has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (i) I/We do not execute the contract agreement within **15 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready.
 - OR
 - (ii) I/We do not commence the work within **7 days** after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

.....
Signature of Witness.

.....
Signature of Tenderer(s)

Date

Tenderer/s address :

SECTION-1
INSTRUCTION TO TENDERER(S)

Tender No. “MTC/DFCCIL/Preliminary Works/2011-12/1”

NAME OF WORK: Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge , staking out alignment, preparation of Land plans , Geotechnical investigation, preparation of GAD for bridges and yard plans , providing facilitation services for land Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut

1.0 GENERAL INSTRUCTION

DFCCIL invites open tender for the work of “ Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge , staking out alignment, preparation of Land plans , Geotechnical investigation, preparation of GAD for bridges and yard plans , providing facilitation services for land Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut”.

1.1 Key details of the tender are as under-

Tender No.	“MTC/DFCCIL/Preliminary Works/2011-12/1”
Name of Work	Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge , staking out alignment, preparation of Land plans , Geotechnical investigation, preparation of GAD for bridges and yard plans , providing facilitation services for land Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut
Estimated Cost of Work	Rs 65,20,167/- (Rs sixty five lakh twenty thousand one hundred sixty seven only)
Completion Period	10 (Ten months)
Cost of tender document	Rs 5,000/- (Rs Five thousand only)
Availability of tender document	From 25-01-2012 to 28-02-2012 (up to 11:30 hrs)
Type of bid	Open tender, single packet
Earnest Money	Rs. 1,30,400 /- (Rs. One lakh thirty thousand four hundred only)
Date and time of submission of bid	up to 15:00 Hrs. of 28-02-2012
Date and time of opening of bid	28-02-2012 at 15.30 Hrs.
Validity of Offer	90 Days from the date of opening of tender
Authority and place for purchase/ submission of tender document & address for Communication	Office of Chief Project Manager; DFCCIL 702/2 Shastri Nagar, Meerut

1.2 Cost of tender form (Rs. 5,000/-; Rs five thousand only) is to be submitted in the form of pay orders, demand drafts from any nationalized bank or a Scheduled Bank in favour of DFCCIL payable at Delhi/ Meerut .

1.3 Tender documents are also available on the official web site of DFCCIL i.e. www.dfcc.in and www.dfccil.org.in case of documents downloaded from internet, cost of tender form

as in Para 1.2 above shall be submitted along with offer. Offers not accompanied by cost of tender form will be summarily rejected.

1.4 Eligible Bidders:

A Bidder may be a natural person, private entity, public sector Undertaking or a Joint Venture / Consortium. In case of single entity the bidder must submit Power of Attorney authorizing the signatory of the Bid to commit the bidder.

2. SCOPE OF WORK in Brief- The scope of work includes but not limited to –

- (i) Conducting detail engineering construction survey, transferring the finalized alignment on ground, preparation of land plans & land acquisition proposals, geotechnical investigation, GAD for major/minor bridges, preparation of project report, bill of qualities, presentation and other documents in hard and soft copies for-
 - (a) Hapur detour of DFCCIL starting from Hapur station up to being parallel to the Hapur-Meerut line at the nearest feasible location after crossing the Moradabad-Delhi double line through a Rail flyover. The alignment shall avoid the built up / residential area to the extent possible.
 - (b) Meerut detour of DFCCIL starting near Kharkhoda station on Hapur-Meerut line & meeting the Ghaziabad-Meerut double line towards Ghaziabad of Road Over Bridge at Partapur. The alignment shall by & large following the alignment of proposed ring road at Meerut.
- (ii) The proposed alignment at (a) & (b) above shall join the already finalized alignment of DFCCIL on either side of the detours.
- (iii) Preparation of yard plans for crossing/junction stations of DFCCIL and existing yards of Railway requiring modification on account of DFCCIL alignment.
- (iv) Integrating the survey data for Hapur & Meerut detour with the data of Khurja-Telheri section available with DFCCIL & preparing a comprehensive report / documents.
- (v) Surveying, land acquisition, preparation of GAD & estimate for ROB's likely to be planned in this alignment or at any other location.
- (vi) Assisting / facilitating the DFCCIL & competent land acquisition authorities in the acquisition of Private/Government land.

2.1 The tender schedule is in two parts i.e. schedule “A” for activities related to construction survey and schedule “B” for facilitation services for land acquisition. **DFCCIL reserves the right to evaluate & accept/reject the offer for individual schedule.**

2.2 Detailed scope of work is covered in the tender schedule & specifications.

3.0 SUBMISSION OF BIDS

3.1 Tender has been invited under ‘single packet’ system. All bids shall be submitted “in sealed cover” which should be super scribed as Tender No. ““MTC/DFCCIL/Preliminary Works/2011-12/1” for the work of “Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge, staking out alignment, preparation of Land plans, Geotechnical investigation, preparation of GAD for bridges and yard plans, providing facilitation services for land Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut” and must be sent by registered post to the address of the **Chief Project Manager; DFCCIL; 702/2 Shastri Nagar, Meerut** so as to reach the office not later than **15-00 hrs. on 28-02-2012** or deposited in the special box allotted for the purpose in the office of **Chief Project Manager; DFCCIL; 702/2 Shastri Nagar, Meerut**. Tender box will be sealed at 15-00 hrs. on **28-02-2012**. The tender papers will not be sold after 11-30 hrs. on **28-02-2012**. The tender will be opened on the same day at 15-30 hrs. in the office of **Chief Project Manager;**

DFCCIL; 702/2 Shastri Nagar, Meerut in the presence of tenderers or their authorized representatives on date, time and place of opening.

- 3.2 In case 28-02-2012 is declared as holiday, tender will sold/ received upto 11:30 hrs / 15:00 hrs respectively on next working day and will be opened at 15:30 hrs on that day.
- 3.3 Each page of this bid document shall be submitted duly signed and stamped. Bid document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the tenderer.
- 3.4 All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as bid documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected
- 3.5 The bids submitted/received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.
- 3.6 Issuance of bid documents will not automatically means that such parties are considered qualified. DFCCIL is not responsible for loss/delay of any tender in transit.
- 3.7 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions/ variations from the tender stipulations mentioned at any other place in the tender documents.

4.0 VALIDITY OF PROPOSAL

The proposal shall be kept valid for a period of 90 (ninety) days from the date of opening.

5.0 QUALIFICATION REQUIREMENTS FOR BIDDERS- Tenderer shall meet with the minimum eligibility criteria for the work as detailed under-

- (i) The bidder should have completed at **least 10.5 km** of Final Location Survey or Detailed Engineering Construction Survey **for Railway projects/Highway projects** and should have completed at least one similar single work **involving Detailed Engineering Construction Survey** for a minimum value of **Rs. 22.82 lakh** in the last three financial years (i.e. current financial year and three previous financial years) i.e. financial years 2008-2009, 2009-2010, 2010-2011 & 2011-2012 (upto date of opening of tender).
 - (ii) The total contract amount received by the bidder during the last three financial years and in the current financial i.e. financial years 2008-2009, 2009-2010, 2010-2011 & 2011-2012 (upto date of opening of tender) should be minimum of 150% of advertised tender value of the work i.e. **Rs. 97.80 Lakh**.
- 5.1 Tenderer must submit the documents/ certificates of the completed works from State/ Central Govt. Organizations / PSUs in support of information submitted against para 5.0(i) above. The certificates from private individuals for whom such works are executed/being executed shall not be accepted.
 - 5.2 Tenders must submit the audited financial statements/ documents/certificates in support of information submitted against para 5.0(ii) failing which his/ their offer may be rejected without any correspondence with the tenderers at the sole discretion of DFCC.

6.0 EARNEST MONEY DEPOSIT (EMD)

- 6.1 The tender must be accompanied by a sum of **Rs. 1,30,400/- (Rs. One lakh thirty thousand four hundred only)** as earnest money deposited in the form of Deposit receipt, pay orders, demand drafts, Banker's cheque & Manager cheque from a nationalized bank or a Scheduled Bank. Earnest money shall be in favour of DFCCIL payable at Delhi/ Meerut .
- 6.2 The bids not accompanied by valid EMD shall be summarily rejected.
- 6.3 The Tenderer(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the Tender. It is understood that the tender documents has been sold/issued to the tenderer(s) and the tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.
- 6.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 6.5 The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tender(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

7.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

- 7.1 The bidder shall quote rates only **in the Rate Sheet** which is a part of this document. Rates shall include all the cost of work inclusive of taxes. **Only service tax will be paid extra (reimbursed) after production of documents in proof of having submitted the same.** All other various taxes by central govt./ state govt./ local bodies as applicable at the time of the opening of the tender shall be accounted for in the rates.
- 7.2 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 7.3 The bidder shall quote rates in percentage below/above/at Par as required in the Rate Sheet, for the entire scope of work of a particular schedule. Bids based on a system of pricing other than that specified are liable to be rejected. The bid prices shall be in **Indian rupees** only.
- 7.4 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 7.5 All information in the bid shall be in Hindi or English only. Failure to comply with these requirement will render the bid liable for rejection.

8.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Tenderer(s) shall furnish “**BRIEF DETAILS OF THE BIDDER**” (Annexure-III).

9.0 PARTNERSHIP DEED

The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, tenderer shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The railway will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

10.0 JOINT VENTURE :-

- (i) The tenderer may be a joint venture (JV) firm with identified partners but such joint venture should be entered before submission of offers.
- (ii) In case of joint venture the lead partner is responsible for performing the key function in contract management shall be nominated as being in-charge during the bidding period and in the event of a successful bid, during contract execution. The lead partner shall be authorized to incur liability and receive instructions for and on behalf of any and all partners of joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners of the joint venture with further stipulation that it shall be valid for entire period of completion of work.
- (iii) All partners of the joint venture shall be legally liable, jointly and severally, during the bidding process and for the successful execution of the contract in accordance with the contract terms, and specific clause to this effect shall be included in the joint Venture Agreement.
- (iv) No. of partners in JV should be limited to 3.
- (v) In addition, recourse/sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities shall be spelt out and shall be binding on each partners of joint venture.
- (vi) The JV shall also submit an unconditional undertaking along with tender documents to the effect that there shall be no change of constituting parties during the process of award of contract and thereafter during the currency of the contract, in case the contract is awarded.

11.0 RIGHT OF DFCCIL TO DEAL WITH TENDER

The authority for the acceptance of the tender will rest with the DFCCIL which does not bind itself to accept the lowest or any other tender nor does the DFCCIL undertake to assign reason for declining to consider or reject any particular tender or tenders. **DFCCIL reserves the right to evaluate and accept/ reject the offers for the individual schedules.**

- 12.0** The tenderer/s whose tender is accepted will be required to appear at the office of the **Chief Project Manager , DFCCIL, 702/2 Shasrti Nagar, Meerut** in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach

Tender No. ““MTC/DFCCIL/Preliminary Works/2011-12/1”

of the agreement effected by the acceptance of the tender in which case the **full value of the earnest money accompanying the tender shall stand forfeited.**

13.0 In the event of any tenderer/s whose tender is accepted refusing to execute the contract documents as herein before provided, DFCCIL may determine that such tenderer/s has/have abandoned the contract and there upon his/their tender and the acceptance there of shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the earnest money.

14.0 CHECK-LIST

The bidders are requested to duly fill in the checklist as per **Annexure-IV**. The checklist is only a reminder of certain important items, to facilitate the tenderer. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects.

14.0 Tender documents are not transferable.

For CPM/Meerut

Section 2

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL CONDITIONS OF CONTRACT will form an integral part of the Bid and contract document. In case of any deviation between General conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail.

1.1 DEFINITIONS: - Unless excluded by or repugnant to the context:

- (a) “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- (b) The expression “Department”/ “Client”/ “Employer”/ “Corporation”/DFCCIL as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.
- (c) “Drawing” shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- (d) “Engineer”/ “Engineer-in-charge”/ “Employer’s representative” of the work shall mean the ‘Representative’ appointed by DFCCIL, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- (e) The “Site” shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- (f) The “Contract” shall mean the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates.
All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- (g) The “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- (h) The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- (i) The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- (j) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (k) A “month” shall mean a calendar month.
- (l) A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- (m) “Excepted Risks” are risks due to riots (other wise than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightning and un-precedent floods over which the contractor has no control.
- (n) “GCC” mean the General Conditions of Contract.
- (o) “Government” means the Government of India.
- (p) “Letter of Acceptance” means the formal acceptance letter from the Employer of the Tender.
- (q) “Local currency” means the currency of Government of India.
- (r) “Temporary works” shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.

- (s) “Urgent works” shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- (t) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

1.2 Interpretation

In the contract, except where the context requires otherwise:

- (a) Words indicating one gender include all genders,
- (b) Words indicating the singular also include the plural and words indicating the plural also include the singular,
- (c) “Written” or “in writing” means hand-written, type written , printed or electronically made and resulting in a permanent record, and
- (d) The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

1.3 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Contractor’s staff. The contractor will have complete charge of Personnel engaged and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.4 Communication and Language of Contract

1.4.1 Communication to be in writing

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in SCC. Notices shall be deemed to be effective as follows:

- a. In case of personal delivery or registered mail, on delivery
- b. In case of telexes, 24 hours following confirmed transmission
- c. In case of telegrams, 24 hours following confirmed transmission, and
- d. In case of facsimiles, 24 hours following confirmed transmission.

1.4.2 Language of Contract

The Contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be by the officials specified in the SCC executed under this Contract by the Employer or the contractor may be taken or executed by the officials authorized for the same.

1.6 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

1.7 Modifications

The terms and conditions of this Contract including the Scope of work can be modified only by written agreement between the Parties.

2. Care in Submission of Tenders:-

Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

3. Rights of the Railway to deal with tender: -

The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

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

5. Omissions & Discrepancies: -

Should a tender find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially effect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

6. Earnest Money:-

6.1 The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under:

	Value of the work	EMD
A	For works estimated to cost up to Rs.1 crore	2% of the estimated cost of the work
B	For works estimated to cost more than Rs. 1 crore	Rs. 2 lakhs plus 1/2% (half percent) of the excess of the estimated cost of work beyond Rs.1 crore subject to a maximum of Rs 1 crore

6.2 The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering.

6.3 The Earnest Money should be in the form of deposit receipts, pay orders or demand drafts Banker's cheque & Manager cheque executed by any of the Nationalized Banks or by a Scheduled Bank. Earnest money shall be in in favour of DFCCIL payable at Delhi/Meerut.

6.4 It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.

6.5 If his tender is accepted this earnest money mentioned above will be retained as part security for the due and faithful fulfillment of the contract . The Earnest Money of other Tenderers shall, save as hereinbefore provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

7.0 Performance Guarantee (P.G)

7.1 On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of **DFCCIL, New Delhi/Meerut**. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA) .Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest

- of 15 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.
- 7.2 This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 7.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 7.4 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 7.5 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of :
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee
 - (ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.
 - (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

8. SECURITY DEPOSIT

- (1) The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- (2) Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
 - (a) Security Deposit for each work should be 5% of the contract value,
 - (b) The rate of recovery will be at the rate of 10% of the running bill amount till the full security deposit is recovered,
 - (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- (3) The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e after 120 days of the satisfactory completion of the work.
- (4) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract., but Government Securities deposited will be payable with interest accrued thereon.

9. SUPERVISION AND SUPERINTENDENCE

9.1 CONTRACTOR'S SUPERVISION

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of the work. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, &

such instructions / various orders as the Engineer may issue during the progress of the works.

9.2 CONTRACTOR'S AGENTS/EMPLOYEES

No other person except Contractor's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties. Contractors shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof. The personnel engaged by the contractor shall be on the duty of the contractor/agency and under no circumstances shall be deemed to be on the duty of DFCCIL. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor/agency undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise. The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions. Contractor shall in no case lease/transfer/sublet for services without approval of DFCCIL, which DFCCIL in its discretion may or may not grant.

9.3 WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to prosecuted as per Indian Laws.

10. LAWS AND REGULATIONS:

- a. Governing Law:** This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- b. Resolving the disputes:** In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, **DFCCIL**, shall be the final and binding.

11. USE OF EXPLOSIVES

Blasting is not permitted on this work unless under exceptionally unavoidable conditions but subject to Government's Policy on the subject matter and approval of engineer in charge.

12. PROTECTION

The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor / his representatives shall ensure safety at all times. The contractor shall comply with the instructions issued by the DFCCIL / Engineer / Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

13. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

14. INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

15. SERVICE TAX

Service Tax as applicable in this contract shall be reimbursed by DFCCIL as per prevailing law after the contractor submits the documentary proof of having deposited the same.

16. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other Govt taxes. However, **service tax** will be paid extra if payable under law on submission of the documentary evidence. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

17. STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of opening of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tendered rates shall be inclusive of all taxes levies, octroi etc. In case of increase/decrease of statutory duty DFCCIL shall reimburse/recover such differences. Necessary documents for such changes are to be submitted by bidder.

18. DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

18.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Firm/Contractor.

18.2 As soon as it becomes apparent to the Firm/Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the work and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Firm/Contractor or not, the Firm/Contractor shall be bound to apply for extension well within the period of completion / extended period of completion of the whole works and / or portions thereof.

18.3 Extension due to modifications

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

18.4 Delays not due to Employer

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force majeure event or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control.

The Engineer may grant such extensions of the completion period as in his opinion reasonable.

18.5 Delays due to Employer / Engineer

In the event of any failure or delay by the Employer / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

18.6 Delays due to Firm/Contractor and Liquidated Damages

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Firm/Contractor's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Firm/Contractor

in a reasonable and acceptable short time, then, the Engineer may allow the Firm/Contractor extension or further extension of time, for completion, as he may decide, subject to the following: -

- a. Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor is in default.
- b. The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be.

The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

- 18.7 Time to continue to be treated as the essence of contract in spite of extension of time. It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Firm/Contractor.

19.0 Suspension

The client may, by written notice of suspension to the Contractor, suspend all or part of services and payments to Contractor hereunder if the Contractor fail to perform any of the obligations under the Contract, including carrying out of the Services, provided that such notice of suspension shall a) specify the nature of failure and b) request the contractor to remedy such failure within a period not exceeding thirty (30) days.

19.1 Engineer's decision on compensation payable being final

The decision of the Engineer as to the compensation, if any, payable by the Firm/Contractor under this clause shall be final and binding.

20. DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT

20.1 Conditions leading to determination of contract

i. If the Firm/Contractor

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to take steps to employ competent and / or additional staff and labour, or
- j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. Suppresses or gives wrong information while submitting the tender.

In any such case the Engineer on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is

capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

- ii. **In such a case of termination**, the Employer / Engineer may carry out the whole or part of the work from which the Firm/Contractor has been removed by engaging another Firm/Contractor or deployment of own staff at site.

21. DETERMINATION OF CONTRACT ON EMPLOYER/ENGINEER’S ACCOUNT

The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

22. FOSSILS ETC

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out at the expenses of the Engineer's order as to the disposal of the same.

23. LABOUR RULES

The contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences. The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

24. FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the work within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

25. SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the Employer / Engineer and the Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

26.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Contractor to the Employer in writing for resolving the same through mutual discussions, negotiations,

deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

26.2 Conciliation/Arbitration

It is a term of this contracts that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties for such disputes through mutual settlement.

26.3 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either party for settlement through Arbitration in accordance with the Rules stipulated as under.

26.3.1 If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claim of the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

26.3.2 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.

26.3.3 Nomination of Arbitrators/Sole Arbitrator

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs 5 million and to a panel of three Arbitrators if total value of claims is more than Rs 5 million. The Employer shall provide a panel of three arbitrators which may also include DFCC officers for claims up to Rs 5 million and a panel of five Arbitrators which may also include DFCC officers for claims of more than Rs 5 million. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator (the Presiding Arbitrator) from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision.

26.3.4 No decision given by the Client in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The language of proceedings that of documents and communication shall be English.

26.3.5 This is a condition of contract agreement /Arbitration that Arbitrators so nominated shall be professional Engineers/s. In case of 3 Arbitrators, one of the arbitrators shall be an accounts officer.

26.3.6 This is also a condition of contract that in case above procedure for nomination of arbitrator/s cannot be adopted due to whatsoever reason may be, then it will be deemed that no arbitration clause exist in contract agreement and normal law of land shall prevail to settle the disputes.

26.3.7 In case, the Contractor opts for settlement of disputes through Conciliation, at first Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

26.3.8 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

26.3.9 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Contractor.

26.4 Settlement through Court

It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through provisions of arbitration & conciliation provided in the agreement.

26.5 Suspension of work

The Obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration nor shall payments to the Contractor continue to be made in terms of the contract.

26.6 Award to be binding on all parties

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

26.7 Substitute Arbitrators:

If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

26.8 Interest on Awarded Amount

Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.

26.9 Exception

For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

27. Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be New Delhi only.

CPM/Meerut

SECTION 3

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

(A) FOR SCHEDULE ‘A’

1.0 **DETAIL SCOPE OF WORK-**

In addition to other sections, DFCCIL has undertaken to construct dedicated freight corridor from Kulwa to Khurja, Khurja to Dadri and Khurja to Talheri at Km 156 on Eastern Freight Corridor. Major portion of this alignment has already been surveyed and alignment has been finalized. The alignment needs to be revised at some locations mainly due to objections to the land acquisition. These locations are Hapur bypass (from Hapur station to Kaili station on Hapur –Meerut line) , Meerut detour(starting near Kharkhoda station on Hapur-Meerut line & meeting the Ghaziabad-Meerut double line towards Ghaziabad of Road Over Bridge at Partapur). Detailed Engineering Construction survey and other related activities are required to be carried out for these detours. The alignment for Hapur detour shall avoid the built up / residential area to the extent possible and the alignment Meerut detour shall by & large following the alignment of proposed ring road at Meerut. In addition, adjacent stretches to these detours and some other isolated stretches in the jurisdiction of CPM/Meerut may also have to be surveyed as decided by DFCCIL. Scope of work in this tender mainly includes -

1.1 **Survey of the Indicative Alignment :**

- 1.1.1 Conducting detailed Engineering Construction survey for construction of single line electrified railway track for Hapur Detour, Meerut Detour or any other section in the jurisdiction of CPM/Meerut for parallel section and detour section or at any other location(s) as directed by the Engineer In-charge. While doing the above survey contractor should keep the track centres between the existing nearest IR track and adjacent DFC track as 10-15 meter in parallel portion. Selection of track centre should be based on constructability and feasibility of the new line, keeping in mind ground features such as major bridges or any other features which affects the seamless construction of DFCC.
- 1.1.2 In detour portion contractor should mark alternative alignments on the NRSA/Topo/Google/Quick Bird Sheets, showing the exact ground features for the detour alignment and arrive at the optimum alignment after traversing these alternative alignment routes. The alignment alternatives should be marked on NRSA/Google/Quick bird data sheets of 1.5 to 0.6m resolution, making trials and arriving at best fit economical alignment. The Contractor shall traverse along one or more routes using his own engineers, labour, tools & plant & equipment, materials, transportation with all lead and lifts to judge the feasibility of fixing the alignment on ground.
- 1.1.3 Contractor / firm shall conduct detailed Engineering Construction survey of DFCC's approved detour alignment using Total Station or any other advanced survey instruments. The survey must be completed as per the scope, terms of reference, relevant provisions of Indian Railways Code for Engineering Department (1999, Third Reprint) and special conditions of contract. During the survey the contractor should pick up all the topographical site details (i.e. existing ground feature details, ground levels and cross section at fix interval) upto 100m on either side of the proposed alignment.
- 1.1.4 Contractor should submit **Km wise strip map** showing all Topographical features – duly geo referenced in the corridor upto 50m on either side of the proposed alignment during the survey.
- 1.1.5 During the survey contractor should also pick up details of existing bridges like formation level, HFL, Free Board, foundation details if foundations are exposed, etc.
- 1.1.6 At the end of the survey contractor should submit the X,Y, Z coordinates of the centre line of adjacent DFC track from IR Track at every 100m and control points of traversing including their latitude and longitudes so that entire alignment can be geo-referenced.
- 1.1.7 The contractor has to carry out the selection of technically most suitable site for the bridge as close to the existing alignment as possible so as to ensure seamless construction of

major bridge on DFC alignment without imposition of any speed restriction on the existing major bridge on IR Track.

- 1.1.8 Contractor should also collect the GAD of existing bridges of parallel portion from the concerned Zonal Railway or Divisional Office of Zonal Railway. DFCC will assist the contractor in this regard. For detour portion while doing the survey the contractor based on his own experience, particularly the experience of Bridge Engineer should fix the number of bridges required and their respective spans. These details are absolutely essential for making the estimates.
- 1.1.9 After doing the Detailed Construction Survey in all respect contractor should design the plan and profile of the section based on the typical cross section of Bank and Cutting (which will given by DFCCIL) and submit the same to DFCC for approval.
- 1.1.10 Since the scope of work is for the survey of the isolated stretches, the adjacent stretches to the detour shall also be surveyed for a length of about 250 m on either side to ensure the continuity with the already finalized alignment.
- 1.1.11 Contractor will have to submit a comprehensive report for the surveyed section and merge the same with the already available report of the remaining section so as to given a comprehensive report for the entire Khurja –Telheri section.

1.2 Stacking of finalized alignment.

- 1.2.1 The firm shall carry out the survey as indicated in para 1.1above. The Firm/ Contractor shall carry out the work of transferring the finalized alignment on ground using Total Station based on the X, Y, Z coordinates of different points of the adjacent DFC track from nearest IR Track. Contractor shall fix up concrete pillars at every 500 m in straight portion of alignment & in curves, the concrete pillar should be fixed at every junction point of the straight and curve, Curve and straight etc. i.e. at T1, J1, J2 & T2 (J1 & J2 are junction points of transition with circular curve) . In addition to the fixing of above pillars, contractor shall be required to fix the CC muttams at every 100m on straight & at every 50m on curve portion. Alignment Pillars shall be fixed at both ends of each of the major bridges.
- 1.2.2 The concrete pillars shall be of pre-cast concrete of 20 cm dia. & 75 cm length or more as per site requirement and shall be fixed firmly in the ground and also be engraved with details of curves as decided by the Engineer-in-charge.

1.3 PREPARATION OF LAND PLANS & LAND ACQUISITION PROPOSALS:

- 1.3.1 Contractor should prepare the Land Plan after approval of the designed alignment by DFCC. In the meantime Contractor should collect all necessary revenue Survey maps required for preparation of Land acquisition plans and proposals thereof from the concerned district authorities and then Land Plans should be prepared using plane table/any other survey technique (duly approved by DFCC) for the plot(s) of land required for the construction of DFC. The land plan based on Khasra & Khatoni Map should be prepared on Autocad and the DFCC alignment should be superimposed on it.
- 1.3.2 Identification & measurement of properties (such as Trees, structures, wells, gardens etc) coming on the area of land proposed to be acquired should be done. It also includes collecting details such as owner of property, type of structure, number of floors, land use pattern such as agriculture, commercial, barren, forest etc. Contractor should also collect Khasra and Khatoni, detailed list of properties i.e. structure, garden etc. before submission of land plans and its notification under clause 20 (A) & 20(E) of Railways (Amendment) Act, 2008.
- 1.3.3 The scope of work also include calculation of land area to be acquired, superimposition of proposed alignment & land required on land plans , collection of all necessary documents, details, information's on affected land owners, land use pattern (such as agriculture, commercial, barren, forest etc), details of assets and any such other information required for publication of notification under section 20(A)& 20(E) and preparation & submission of land acquisition proposals in requisite copies under section 20(A) & 20(E) of Railways (Amendment) Act, 2008 as per format/ requirement of revenue department and /or DFCCIL.
- 1.3.4 Land acquisition proposal are to be prepared both for area of land required for DFC construction, for ROB's, for yards / dumping locations for ballast, blanket etc. along the

finalised alignment.

1.3.5 Government fees towards the collection of Khasra and Khatoni of individual title holder whose land is proposed to be acquired or other relevant, will be reimbursed by DFCC.

1.3.6 After completion of preparation of Land Plan and Land Acquisition Proposal, Contractor shall submit a strip plan showing various physical features existing on the land to be acquired like presence of structure, no. of floors, land use pattern, well, trees, gardens, etc.

1.3.7 In case of yards & dumping locations for ballast/ blanketing material etc., area of 30 m wide strip will be paid in length as for the mid section alignment while the area beyond 30 m wide strip will be paid in hectare under relevant item.

1.4 FINDING OUT UTILITY SERVICES ALONG THE PROPOSED ALIGNMENT

1.4.1 Finding out utility services (**visible or otherwise but under working condition**) along the proposed alignment such as buildings & structures, electrical line/poles, telephone line, high tension lines along with their voltage & sag height, OFC cables, existing RE cables & the location of SSP, SP, Quad cables, retaining walls, trees, pipelines for water, petrol or gas etc including preparation of kilometer wise plan showing all utility services which need to be shifted before construction etc. complete.

1.4.2 Details of various utilities identified above should be exhibited on a strip map.

1.4.3 Contractor should also prepare the list of infringement (like signal cable, Jn. Box, or any other civil Engg. & Electrical structures etc.) wherever alignment is passing through the existing yards of Indian Railway.

1.5 GEOTECHNICAL INVESTIGATION FOR MAJOR/ MINOR BRIDGES, ROB/RUB, RFO AND FORMATION etc.

Contractor shall carry out geotechnical investigation up to the specified depth , 150mm/NX size vertical boreholes in soil and rock, laboratory testing of the sample collected for site from the reputed laboratory (either of the firm or as decided by the engineer in-charge) of soil, rock & water samples as required for submission of reports thereof.

1.5.1 The geotechnical investigation work includes:

- (i) Drilling of 150mm dia bore holes in all kind of soil including laterite, gravel and cobble and NX size borehole in bouldery and rocky strata. Boreholes for Major Bridges/ RFO/ROB shall be done at each abutment & one representative pier up to 30m depth or 5m in the refusal strata where SPT N value is more than 100, whichever is earlier and one each for minor bridges / RUB / formation up to 12m depth (subject to the distance between adjacent bore hole not exceeding 1000m).
- (ii) Conducting Standard Penetration Test at every 3.0m interval starting from first sample at 1.5m depth or at the change of stratum as per IS:2131.
- (iii) Collection of disturbed, undisturbed soil samples and water samples and carrying out various laboratory testing as per relevant IS codes in consultation with Engineer-in-charge.
- (iv) Collection of rock core samples and carrying out various laboratory testing as per relevant IS codes in consultation with Engineer-in-charge .
- (v) Preparation of bore logs, location plan of boreholes, various test results curves and calculations on computer by using suitable Software.
- (vi) Submission of draft report in 3 copies and final reports in 5 copies including details of recommendation of suitable type of foundations with the Safe Bearing Capacity.

1.5.2 Drilling of boreholes is required to be carried out in accordance with specification of relevant codes of Bureau of India Standard as given below:

- (i) **IS:4078** Code of practice for standard penetration test.
- (ii) **IS:2131** Method for standard penetration test.
- (iii) **IS:1892** Code of practice for sub surface investigation for foundations.
- (iv) **IS:6926** Diamond core drilling site investigation for river valley projects.
- (v) **IS:5313** Guide for core drilling observation.

- (vi) **IS:4464** Code of practice for presentation of drilling information and core description in foundation investigation.
- (vii) **IS:5529 (Part-I & Part-II)** Code of practice for in-situ permeability tests in overburden and rock respectively.
- (viii) Any other relevant codes & specification as decided by DFCCIL Engineer in charge. However, it is reiterated that the above list is only for guidance and the firm is responsible and shall furnish the list of specification that are followed in the above investigation.

1.5.3 Contractor shall note that all laboratory test shall be conducted in the reputed laboratory or the laboratory approved by Engineer in charge by using approved apparatus complying with the requirements and specification of Indian standards. If the sample is tested in their laboratory, then adequacy of the laboratory must be certified by the engineer in charge. Various tests to be carried out are-

(a) Tests on Undisturbed and disturbed Samples

- (i) Visual and Engineering Classification (ii) Sieve Analysis and Hydrometer Analysis
- (iii) Liquid, Plastic and Shrinkage limits (iv) Specific Gravity (v) Chemical Analysis.
- (vi) Swell Pressure and Free Swell index determination.

(b) Test on Undisturbed Samples

- (i) Bulk Density and Moisture Content (ii) Unconfined Compression Test (iii) Box Shear Test (in case of sand) (iv) Tri axial Shear Tests: (depending on the type of soil and field conditions on undisturbed or remoulded samples i.e. Unconsolidated undrained/ Consolidated Undrained Test with the Pressure Measurement of Pore Water/ Drained Consolidation Test).

(c) Tests on rock Samples

- (i) Visual classification. (ii) Moisture content, porosity and Density. (iii) Specific gravity (iv) Unconfined compression test (both saturated and at in-situ water content) (v) Point load strength index.

- (d)** Chemical analysis of sub-soil include determination of PH value, carbonate, sulphate (both SO_3 and SO_4) chloride and nitrate contents, organic chemicals matter, salinity and any other chemicals harmful to the foundation material. The contents in soil shall be indicated as percentage (%).

1.5.4 The lab report shall clearly indicate the following the properties of soil and rock-

- (A) For Soil-**(i) Engineering properties of soil/rock (ii) The location and extent of rock layer and other weak features. (iii) Soft pockets if any under the hard founding strata. (iv) The geological features live type of rock, fault, fissures etc.. (v) Ground water table. (vi) Artesian condition, if any. (vii) The depth and existence of scour (viii) The bearing capacity the foundation. (ix) Probable settlement and probable differential settlement of the foundation.
- (B) For Rock-**(i) Depth of rock strata and its variation over a site. (ii) Whether isolated boulder or massive rock formation. (iii) Extent and character of weathered zone. (iv) Joint frequency in the rock.

1.5.5 The list of tests/properties mentioned above is only indicative and contractor may have to perform any other test to ascertain the properties of soil if so decided by engineer in charge. However, no extra payment will be made for the same.

1.6 Site selection for major/ minor bridges:-

Contractor has to carry out the selection of technically most suitable site for the bridges and finalize the length and no. of spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile 1 Km. on upstream & 1 Km. on downstream (for major bridges) and 0.5 Km. on upstream & 0.5 Km. on downstream (for minor bridges), traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for required spans must be supported with proper hydrological calculation. The actual number & spans of bridges may vary in parallel detour alignments.

1.7 PREPARATION G.A.D. FOR MINOR / MAJOR BRIDGES , RFO & RUB'S

1.7.1 Contractor shall prepare GAD for all proposed minor / major bridges, Rail flyovers, Road under bridges based on L-section ,detailed geotechnical investigation & hydraulic survey carried out by contractor/Firm. Payment for this item will be made in stages as under-

(i)	On submission of draft GAD	40% of accepted rate
(ii)	On submission of revised GAD duly complying the observations to the satisfaction of DFCCIL	50% of accepted rate
(iii)	On final submission of GAD is requisite no of copies along with editable soft copies in AutoCAD format on CD/DVD	10% of accepted rates

1.7.2 If the contractor fails to complete any of the above activities, the payment for non-performed activity shall be deducted as decided by DFCC.

2.0 PREPARATION OF DETAILED SCHEDULE OF QUANTITIES & ESTIMATES

Contractor/ Firm shall prepare detailed schedule of quantities for formation & P. Way. Quantity of earthwork, blanket, walling, side drains , minor & major bridges, P.Way material ,RUB/ROB, RFO etc shall be calculated & submitted in the verifiable format to cross check the quantities. The estimates shall be updated to include items as per the latest practice of Railway and Railway board's instructions. The rates adopted for detailed estimate should be latest and realistic. To calculate the realistic rates contractor/ firm shall study the availability of material required for earthwork, blanketing etc considering the lead involved and submit rate analysis to DFCC. Based on the detailed schedule of quantities, contractor should prepare estimate as per Indian Railway format for New Line (Single line or Double Line as the case may be) construction.

3.0 PREPARATION OF ENGINEERING SCALE PLAN OF THE YARDS :

Contractor should fix the location of Junction station and crossing stations in consultation with the DFCCIL officials and prepare the Engineering Scale plan for Jn. Station and crossing stations as per extent instructions. Contractor should also prepare the modified Engineering Scale plans of those IR yards through which DFC track is passing and affecting the existing yards. Contractor shall conduct detailed survey of the yard and detailed list of infringement like signal cables, Jn. Box, Civil Engg. Structures, Electrical structures, or any other structure coming on the DFC alignment should also be furnished for such yards. Plans are required to be made in AUTOCAD or similar software. Draft prints may be taken on the suitable size paper but contractor has to submit the final print on tracing as a permanent record. Payment for the item will be regulated as under-

(A) For Junction/ crossing stations-

50% of the payment will be made after plans are accepted by CPM unit & 40% payment will be made after plans are accepted by corporate office. Balance 10% payment will be released along with the final bill.

(B) For existing yards-

30% of the payment will be made after plans are accepted by CPM unit , 30% payment will be made after plans are accepted by corporate office and 30% payment will be made after plans are accepted by concerned Railway. Balance 10% payment will be released along with the final bill.

4.0 PREPARATION OF PRESENTATION & DETAILED PROJECT REPORT -

4.1 After the end of the work contractor should submit the following documents for the section surveyed under the scope of work , duly approved by field unit of DFCC to Corporate Office of DFCC for detailed scrutiny.

- (i) Detailed Project Report for Construction of Freight Corridor of the subject section
- (ii) Project sheets (Plan and Profile) of the subject section.
- (iii) Index Plan and Index Section & Roll diagram of the section.

- (iv) X, Y,Z coordinates of different points on centre line of the alignment of adjacent track of DFC from the nearest IR track, along with their latitude and longitudes, list of bench marks, list of control traverse points and their coordinates (X,Y,Z, Latitude, Longitude).
 - (v) Land Plans duly signed by the concerned Competent Authorities notified for acquiring the land.
 - (vi) Notifications under Section 20(A) & 20(E) of Railways (Amendment) Act, 2008 duly signed by the concerned Competent Authority.
 - (vii) Yard Plans – Engineering Scale plans of Jn. And crossing stations and affected stations of IR through which DFC track is passing.
 - (viii) Detailed Bill of Quantities and Detailed Estimate as per Railway format for new line Construction.
 - (ix) Rate Analysis and Rate Reference
 - (x) Strip Plan showing the various topographical features along the alignment Km wise in Autocad.
 - (xi) Strip Plan showing the various utilities identified to be shifted along the alignment Km wise in Autocad.
 - (xii) Strip plan showing various physical features existing on the land to be acquired like presence of structure, no. of floors, land use pattern, well, trees, gardens, etc.
- 4.2 The detailed project should include the description of the project, general map, project at a glance, methodology adopted for survey, description of route, characteristic of the project area, standard of construction, project engineering, cost estimates, list of curves, list of gradient, list of proposed Important/ Major & minor bridges, RUB/ROBs, Rail Flyovers, list of level crossings, list of stations on DFC (both Jn. & crossing stations) and list of villages through which alignment is passing. Detailed project report should also include the alignment marked in Red Color on the google map or the toposheets as decided by Engineer-in-charge.
- 4.3 Contractor shall prepare a comprehensive Power Point presentation for the subject work showing all important characteristic of the work.
- 4.4 Since the scope of the work is for the isolated stretches, the report/other documents mentioned above are required to be integrated with the already available documents of the section. Soft copies of the available documents will be made available to the contractor by DFCCIL. Contractor will have to integrate the survey work with the already available data and produce a comprehensive documentation covering item (i) to (xii) above.

5.0 ROAD OVER BRIDGES

5.1 Item no. 18 to 21 of schedule 'A' pertains to the survey & GAD work for ROB's. These items may or may not be required depending upon the requirement as per the site conditions.

5.2 Preparation of land Acquisition plans and land acquisition proposals for ROB's, if required, will be dealt/ covered under item no. 3,4&6 of the schedule.

5.3 PREPARATION & APPROVAL OF GAD FOR ROAD OVER BRIDGES:

- (a) Contractor shall prepare GAD for all proposed Road over Bridges based on his preliminary design, result of Geotechnical investigation and Engineering survey carried out and data collected by contractor. The ROB proposed in the GAD should be such so as to cause least interference to train running on existing Railway system while executing the work of the bridge. GAD shall be prepared in details and it will include plan, longitudinal elevation, longitudinal and lateral cross Section at suitable interval, proposed diversion road and temporary level crossing, if required.

- (b) The contractor shall prepare a detailed scheme along with relevant plans, elevations and cross-sections for modification / rebuilding of existing ROBs coming across the DFCC alignment , submit it and get it approved from the concerned authorities.
- (c) It will require contractor to select the most suitable location of the bridges, carry out preliminary design of the bridges (including type, approx. depth & section of foundation, number of spans, approx. dimensions and location of piers/abutments, type and approx. dimensions details of superstructure etc.), workout the scheme of construction (including sequence and methodology of various stages of construction, assessment of approach to men, machinery and material, detailing of any other factor relevant in bridge construction except detailed structural design, prepare draft drawings in AUTOCAD, submit the drawings to DFCC for approval and carry out corrections/changes till final approval. Bridge loading standards to be followed as per **IRC 5 and IRC 6-200**. Preliminary design shall confirm to National Highway Authority of India/India Roads Congress standards for Ruling gradient, permissible curvature etc. and schedule of dimension of DFCC and Indian railways and all the calculations carried out to arrive at the preliminary design shall be included in the report to be submitted. The drawings along with design calculation shall be submitted in soft and hard copy for approval. After approval, drawings and design report shall be submitted in five hard copies and two soft copies in CD/DVD. Once paid for, all the drawings will be property of DFCC and only DFCC will have all the rights to modify, after copy or use these drawings in any other way.
- (d) After preliminary approval of GAD by DFCC, the contractor shall arrange for its approval from the concerned State Govt. Authorities/NH authorities and concerned Railway authorities at all levels, by deputing experienced and qualified personnel, at their own cost of manpower, transportation, travelling expenses etc. Approval from State Govt authorities would also mean approval for closure of LC once the ROB is constructed. If any addition/ deletion/alteration/modification are suggested by these authorities the same shall have to be carried out without any extra cost payable to the contractor, till final approval is given by all concerned authorities.
- (e) 50% of the acceptance rate for preparation of GAD (item no. 19 & 20) will be paid after submission of draft GAD to the satisfaction of DFCC and remaining 50% will be paid after the GAD is approved by all the concerned authorities.

5.4 PREPARATION OF DETAILED SCHEDULE OF QUANTITIES:

The contractor shall prepare detailed schedule of items with their description, specification, quantity, unit of measurement, special condition and rates (with detailed & documented rate analysis) for design and construction of ROBs. The schedule shall include items as per the sound engineering practices as adoptable to Indian Railway system and pertinent Road Authorities. The rates adopted for schedule of quantities and detailed estimate should be the latest and realistic. The schedule shall be unambiguous and shall bring out details of quantity system to be followed including quoting applicable codes & manuals.

(B) FOR SCHEDULE 'B'

1.0 SCOPE OF WORK- Scope of work under this schedule includes-

- (i) Assisting CA in preparation of various notifications/notices under various sections of Railways (Amendment) Act 2008 for their publication/serving to concerned parties/owners/beneficiaries.
- (ii) After publications of various notification(s), declaration of the same to all the owners/beneficiaries/interested parties of land by distribution of notices to individual owners/beneficiaries, affixing the notice at notice board of every village office, Panchayat Office, Talatis office etc and making arrangement for awareness by way of loud speaker/munadi etc and for invitation of objections from affected parties if applicable under the act.
- (iii) Manufacturing /Supplying and fixing of land boundary pillars as per direction of DFCCIL's

- representative for demarcation of land boundary and maintaining the same till final taking over of land by Railway.
- (iv) Collection of copy of sale deed for the last 03 years and the rate list from Sub-registry offices of each district for preparation of compensation package.
 - (v) Arranging Joint Measurement with Revenue Staff, land owner and DFC/Railway officials for preparation of JM sheets, Area Calculation, and providing assistance to CA for preparation of award notification, working out compensation package etc.
 - (vi) Identification of land holder reducing to status of landless/small/marginal farmer as a result of land acquisition to work out resettlement/rehabilitation package under section 20(O) of Railways (Amendment) Act 2008
 - (vii) Survey and valuation of affected structures and other value addition like permanent building and trees, damage to standing crops etc. by the approved valuers as decided by Engineer in charge.
 - (viii) Valuation of buildings by Government approved valuers, preparation of KJP (Kami- Jast Patrak) .
 - (ix) Assisting CA in preparation of compensation award in favour of affected parties/beneficiaries including rehabilitation/resettlement package in favour of eligible beneficiaries.
 - (x) Distribution of compensation – Assisting CA in arranging opening of bank account of affected parties in the near by schedule/regional rural bank, deposition of cheque in the bank and furnishing the acknowledgment of the same for the record. The item also includes serving notices for award distribution to beneficiaries, affixing the notice at notice board of every village office, Panchayat Office, Talatis office etc and making arrangement for awareness by way of loud speaker/munadi etc, organizing camps for disbursement of compensation on scheduled date by making suitable arrangement for tents, transportation for Revenue authorities, typing, videography and photography etc.
 - (xii) Assisting the CA in preparation and distribution of notices to land holders /owner of land under section 20(l) of Railways (Amendment) Act 2008 for handing over of the possession of the land to DFC/Railway.
 - (xiii) Assisting the CA in organizing the physical handing over of possession of land from landowner to nominated DFC/Railway officials in presence of concerned revenue officials along with verification of total area being taken over vis a vis total area for which compensation has been made by re-ascertaining the locations of land boundary pillars and duly marking the same on the land plans indicating handing/taking over of land jointly signed by all concerned.
 - (xiv) Co-ordination with Revenue and Forest Authorities at District and State level for ensuring time bound acquisition of land as per the Act.
 - (xv) Making proposal for acquisition of Government land, follow up with Tahsildar, Forest officials and State Government etc.

2.0 JOINT MEASUREMENT

Consultant shall provide complete technical/logistic assistance/support by way of manpower, survey equipments, transport arrangements etc. for the execution of this item in a time bound manner along with complete follow up with the Revenue Authorities and the affected land owners. The item includes any repeat Joint Measurement necessitated on account of non turning up of any of the parties resulting into such eventuality. The Consultant shall also clearly indicate and keep record of the important coordinates of the boundary line / offset locations for fixing of land boundary pillars so as to clearly demarcate the land boundary and submit it to DFC for future use. In order to complete JM in time, the consultant shall be required to have multiple units to be deployed in different District/Talukas/Tehshil/Villages simultaneously. This logistic aspect must be kept in mind while bidding. Further , depending upon the procedure and practice at the material time , JM may have to be carried out more than once like before working out the awards, at the time of preparing **KJP** before actual handing over of land. In case JM is to be repeated, payment for each repetition will be made as per the accepted rates.

2.1 MINIMUM STRENGTH OF EACH JM PARTY - In order to ensure adequate availability of manpower , each JM party deputed / detailed by the Consultant shall consist of- Sr. Engg. / Coordinator - 1; Surveyor - 1 ; Labour - 4 ; Transportation - 1 SUV/ suitable vehicle ;communication and all required stationery items, file covers, papers etc.

3.0 CO-ORDINATION WITH REVENUE DEPARTMENT

In order to complete the Land Acquisition within the time frames specified in the Act, the bidder shall be required to have close co ordination with the Revenue Authorities in the district as well as at the State Govt. level. To accomplish this, sufficient no. of manpower shall be provided by the Consultant for necessary monitoring and chasing.

3.1 The work shall also include liaison with the Forest Authorities at various levels to obtain necessary clearances required up to the stage of acquisition of land / transfer of title.

4.0 LAND BOUNDARY PILLARS

4.1 Land boundary pillars shall be precast CC in 1:2:4 nominal mix concrete of size 20 cm dia & 75 cm length or as decided by Engineer in charge. Cost of pillar is all inclusive including cost of material/supply/labour, transportation and fixing in position at various required locations.

4.2 Fixing of Land boundary pillars and its spacing shall be as per instructions of DFCCIL representative and as directed by Revenue authorities.

4.3 For fixing the land boundary pillars contractor will be provided soft copy of plans indicating proposed land boundary along with total station co-ordinates of boundary pillar location/offset distance from identifiable reference points like centre line of existing railway line/existing railway boundary/fixed structure etc/boundary of survey number etc.

4.4 Land boundary pillars to be provided and fixed by the contractor shall have some permanent identifiable feature to distinguish them with already available boundary and other reference pillars.

4.5 In parallel portion of the track, land boundary pillars are to be fixed only on one side of proposed DFC track. On detours portion, pillars are to be fixed on both side of proposed DFC track.

4.6 Contractor shall be responsible for maintaining land boundary pillars till award is distributed to PAPs.

4.7 The rate includes cost of one or more coat of painting and letter writing as directed by Engineer In-charge of DFC.

5.0 Though various schedule items shall be executed as per the brief description given in BOQ. However, supplementary details of each of these items are as under:-

Item no. 1:-This item also includes the activity of assisting CA in preparation of various notifications/notices under various sections of Railways (Amendment) Act 2008, declaration of the same to all the owners/beneficiaries/interested parties of land by distribution of notices to individual owners/beneficiaries of each village by deploying able and literate manpower, affixing the notice at notice board of every village office, Panchayat Office, Talatis office etc and making arrangement for awareness by way of loud speaker/munadi etc and for invitation of objections from affected parties if applicable under the act. It includes all charges for movement of contractor's own manpower, hiring of munadi, loud speaker and all consumables etc. Nothing over and above quoted rates shall be payable under this item.

Item No. 2:-This item includes cost of collection of registered sale deeds for last three years from each individual Sub-registry office for all the villages for preparation of compensation package and deposition of necessary charges thereof to the Govt. authorities. **Government fees, if any, shall be paid by the DFCCIL separately.** The rates quoted shall also include collection of land rate document of each district containing land rates for each affected village. The rates shall be inclusive of all the charges and nothing over and above quoted rates shall be payable under this item except Government fees, if any.

Item No. 3:- This item includes activity of identification of land holder reducing to status of landless/small/marginal farmer as a result of land acquisition to work out resettlement/rehabilitation package under section 20(O) of Railways (Amendment) Act 2008 and National Policy on Resettlement and Rehabilitation and to assist the competent authority in preparation of resettlement/rehabilitation package. In case the award prepared/declared is not for all the villages of a district covered in the scope, for the reasons beyond the control of contractor, payment will be made on prorata basis for villages actually covered in award to the number of affected villages as per JMS. Decision of DFCCIL about the reasons being beyond the control of contractor will be final & binding.

Item No. 4:- The item includes manufacturing/supply and fixing of the land boundary pillars as per the details given in the special conditions of contract with all contractor material, labour, transport etc.

Item No. 5:-This item includes carrying out survey of various assets like Pucca Structures i.e. building/commercial shops etc., Semi Pucca structures, trees, damages to standing crops, and other value additions like bore well, open wells, electrical pumps, hand pumps etc. falling within the land being acquired for DFCCIL requirement and working out their market valuation by deploying Govt. approved valuer or as directed and accepted by DFCCIL etc. No other charges shall be paid by the DFCCIL over and above the accepted rates. However, for actual valuation of buildings/structures/ other assets from approved valuer/ concerned departments, actual valuation fee for the involved buildings/structures/ other assets + 15% processing charges will be paid over and above the accepted rates.

Item No. 6:- This item also includes assisting CA in preparation of compensation award in favour of affected parties/beneficiaries including rehabilitation/ resettlement package in favour of eligible beneficiaries, serving notices for award distribution to beneficiaries, affixing the notice at notice board of every village office, Panchayat Office, Talatis office etc and making arrangement for awareness by way of loud speaker/munadi etc (**servicing of notices to be paid under schedule item No. 1 & preparation of resettlement/rehabilitation package under section 20(O) of Railways (Amendment) Act 2008 and National Policy on Resettlement and Rehabilitation covered under NS/3**), organizing and arranging camps for disbursement of compensation on scheduled date to individual owners of the land by making suitable arrangement for tents, transportation for Revenue authorities, arranging opening of bank account of affected parties in the near by schedule/regional rural bank, deposition of cheque in the bank and furnishing the acknowledgment of the same for the record, typing, videography and photography of the event, preparation of computerized documents of any kind related to distribution of disbursement of compensation etc. No other charges shall be paid by the DFCCIL over and above the accepted rates.

In case compensation is declared/ distributed in stages i.e. separately for land, assets etc., payment will be made @ 75% of the accepted rates for contractor having made satisfactory arrangements for distribution of 1st award. If contractor is required to make the arrangements for distribution of compensation again for the same village either due to award declared in stages or villagers not turning up in the first camp, payment for the second camp will be @ 50% of the accepted rates.

Item No. 7:-This item includes the work of providing assistance in the form of Manpower and Tools and Plants for the joint measurement of land proposed for acquisition to the State Revenue Officer and DFCCIL Authorities during the process of acquisition and delivery of possession of the land after acquisition. The item of work includes preparation, supply and fixing of wooden pegs as directed by the Revenue Authority and DFCCIL representative during the course of measurement, stationery charges for compilation of the report of field measurement, assisting the CA in organizing the physical handing over of possession of land from landowner to nominated DFC/Railway officials in presence of concerned revenue officials along with verification of total area being taken over vis a vis

total area for which compensation has been made by re-ascertaining the locations of land boundary pillars and duly making the same on the land plans indicating handing/taking over of land jointly signed by all concerned. No other charges shall be paid by the DFCCIL over and above. **In case of detours, both the land boundaries will measured for the payment purpose.**

Item No. 8: This item includes deployment of manpower for making arrangements for transferring the land title in favour of DFCCIL/ Railway including all legal formalities like purchase of stamp papers, typing work by deploying computer operator / typist, attending the revenue department for necessary stamping and registration thereof etc.. The rates exclude the charges for registration of papers. Such charges , if any shall be paid by the DFCCIL. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Item No. 9:- This item includes the work of providing Assistance to the DFCC Authorities & Revenue Staff for processing the Proposal of identification and preparation of proposal for transferring the State Govt. & Central Govt. Land by deploying suitable man power for necessary paper work and typing and printing work as well as processing the registration of the land papers with the District Registration authorities. No other charges shall be paid by the DFCCIL over and above the accepted rates.

(C) GENERAL:

1.0 TIME SCHEDULE

Time allowed for the work is 10 (Ten) Months including mobilization of Man Power and Machineries etc. at site, to be reckoned from the day of the issue of letter of acceptance by DFCCIL. Bidder must satisfy themselves that they would be able to complete the work within stipulated period. Any extension, to be granted beyond the completion period, on account of reasons related to the observance of official procedures and not attributable to the contractor, shall be granted by DFCCIL at the same rates & conditions, without any price escalation.

2.0 ADDITIONAL WORK

Engineer or representative of DFCCIL shall have the power to make any alternation, deletion, addition or substitution in the original scope and specification of work and no claim whatsoever on account of the above shall be entertained except for the payment for the actual work done on agreemental rates for original items of the contract and mutually agreed and approved rates for new items. The contractor shall not refuse to carry out any new item as directed by CPM/DFCCIL/ Meerut, however the rate shall be mutually decided and agreed by the contractor and DFCC. The rate for the same shall be worked out on the basis of input costs with a margin of 10% as contractor's profit .

3.0 QUANTITY VARIATION:-

- (i) Accepted rates are applicable upto 125% of the agreemental value. Variation will come into the picture when overall agreement value exceeds by more than 25% of the contracted cost.
- (ii) For variation in Agreement value upto 25%, the contractor will be paid at the agreement rates. For any increase beyond 25% but upto 40% rates will have a reduction of 2% in the incremental value of the agreement beyond 25%. For Variation beyond +40% but upto +50% rates will have a reduction of 5% in the incremental value of the agreement beyond +50%.

3.0 PROVISION OF FACILITY FOR SITE INSPECTION

The contractor/Firm should extend all facilities and support for the inspection of work by the officials of the DFCCIL by way of arranging necessary tools, plants & equipments with out any extra cost.

4.0 PAYMENT SCHEDULE

4.1 Payments will be made as per the quantum of work done and certification thereon by the engineer nominated by the DFCCIL, as per the accepted rates terms and condition.

4.2 On Account Payment

- a. The contractor shall be entitled to be paid from time to time normally once in a calendar month, by way of “On account” bills, only for such works, as, in the opinion of the Engineer, the Contractor has executed in terms of the Contract.
- b. The Contractor shall submit the on-account bills, by the date stipulated by the Engineer, supported with measurements, jointly acknowledged and accepted in the measurement books.
- c. After preliminary scrutiny and certification by the Engineer, payment of **80% of the certified amount** shall be made as far as possible by the Employer within 2 days but not later than 7 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The **balance 20%** shall be paid within 28 days from the date of the preliminary certification of the bill by the Engineer.
- d. Such payments made by the Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in the earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the Employer within 7 days, failing which he shall have to pay interest @ 10% per annum with monthly interest till the said extra amount is paid back by him. In addition to above, if contractor claims more on-account payment than due, second time, the facility of making 80% on –account payment shall be withdrawn.

CPM/Meerut

SECTION 4
SCHEDULE OF APPROXIMATE QUANTITIES

Name of work: Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge , staking out alignment, preparation of Land plans , Geotechnical investigation, preparation of GAD for bridges and yard plans , providing facilitation services for land Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut

SCHEDULE-A

Item no.	Description of Item	Un it	App. Qty.	Rate (Rs.)	Amount (Rs.)
1	<p>Conducting details engineering construction survey for parallel / detour section or at any other location(s) using tenderer's own engineers, labour, tools , plants , equipments, materials, transportation with all lead and lifts complete using survey instrument like total stations, theodolite, auto levels etc. duly taking all safety precautions , refinement of alignment with a view to achieve economy in construction etc., as per the scope, terms of reference, special conditions of contract, relevant provision of Indian Railway Code for Engineering Department (latest version), SOD and as directed by the Engineer-in-charge. The work shall also include design of optimal alignment based on topographical features and terrain considering engineering parameters(like degree of curve, ruling gradient, transition length of curve etc), level crossings, ROB/RUB/Flyovers, bridges, ecology and habitat etc., fixing of control points, traversing the alignment and detail instrumental survey in a width of 100 m or as required on either side of proposed alignment after identification & approval of most economical alignment based on preliminary survey, topo sheets or NRSA imagery/data etc., preparation & submission of a comprehensive report including plan and L- section in MX RAIL/Auto CAD for the approval of DFCCIL.</p> <p>Note:- Project Sheet/Bench mark of approach/adjacent portion shall be taken into consideration while conducting survey and Project sheet & other documents should be prepared accordingly.</p>	Km	30	23,750/-	7,12,500/-
2	<p>Transferring the finalized alignment on ground using Total station or any other survey equipments. Contractor shall fix up a concrete pillar at every 500 m in straight portion of alignment & in curves the concrete pillar should be fixed at every junction point of the straight and curve, transition and circular curve etc. (i.e. at T1, J1, J2, & T2). In addition to above pillars contractor shall be required to fix the CC muttams at every 100m on a straight & at every 50m on curve portion. Alignment Pillar shall be fixed at both ends of each major bridges. (The payment for supply & fixing of RCC pillars will be made separately under relevant items)</p>	Km	30	13,750/-	4,12,500/-

Item no.	Description of Item	Unit	App. Qty.	Rate (Rs.)	Amount (Rs.)
3	Preparation of land plans using plane table or any other surveying technique along the existing track (if any) and both sides of proposed alignment of detour, calculation of land area to be acquired, superimposition of proposed alignment & land required on land plans, collection of all necessary documents & information and preparation & submission of land acquisition proposals under section 20(A) of Railways (Amendment) Act, 2008 as per format/ requirement of revenue department.	Km	30	13,800/-	4,14,000/-
4.	Preparation & submission of land acquisition proposals in requisite copies under section 20(E) of Railways (Amendment) Act, 2008 as per format/ requirement of revenue departments including collection of all necessary revenue records, information on affected land owners, land use pattern (such as agriculture, commercial, barren, forest etc) and any such other information required for publication of notification under section 20(E).	Km	30	6,702/-	2,01,060/-
5	Finding out Utility services along the proposed alignment such as buildings & structures, electrical line/poles, telephone lines, high tension lines along with their voltage & sag height, OFC cables, existing RE cables, Quad cables, retaining walls, trees, pipelines for water, petrol or gas etc complete including preparation of kilometre wise plan showing all utility services required to be shifted before construction.	KM	30	5,560/-	1,66,800/-
6	Identification of land, preparation & submission of land acquisition proposals for yards / dumping locations for ballast, blanket etc. along the finalised alignment etc. complete in requisite copies under section 20(A) & 20(E) of Railways (Amendment) Act, 2008 as per format / requirement of revenue departments including necessary survey, preparation of area statement, collection of all necessary revenue records, information on affected land owners, land use pattern (such as agriculture, commercial, barren, forest etc), details of assets and any such other information required for publication of notification under section 20(A) & 20(E).	He cta re	8	3,414/-	27,312/-
7	Supplying & fixing precast concrete pillars of 20 cm dia & 75 cm length or as decided by engineer in charge with Contractor's own materials, tools and plants including all leads and lifts and crossing of track etc. complete for demarcation of DFCC alignment.	No.	200	400/-	80,000/-
8	Shifting of tools and plants for soil exploration/ testing from one location to another location along the alignment @ one km (Major bridge/RFO will be considered as one location)	No.	34	750/-	25,500/-

Item no.	Description of Item	Unit	App. Qty.	Rate (Rs.)	Amount (Rs.)
9	Exploratory drilling of 150mm diameter boreholes down up to specified depth in all types of soil & drilling of Nx size boreholes (65mm diameter) in all type of rock (boulders, weathered and fresh rock) including conducting standard penetration test at specified depth, collection of disturbed, undisturbed samples from boreholes at major bridges, minor bridges, flyover, ROB, RUB, Station building and along the proposed alignment for the formation.	M	720	1,183/-	8,51,760/-
10	Conducting laboratory tests on samples extracted during exploratory drilling as specified in scope of work and submission of report.	M	720	834/-	6,00,480/-
11	To carry out the selection of technically most suitable site for the major bridge and finalizing the length of spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile 1 Km on upstream and 1 Km on downstream, traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for span must be supported with proper hydrological calculation.	No.	3	5,100/-	15,300/-
12	To Carry out the selection of technically most suitable site for the minor bridge and finalizing the length of spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile of 0.5 Km on upstream and 0.5 Km on down stream, traversing of catchments are of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for span must be supported with proper hydrological calculation.	No.	12	2550/-	30,600/-
13	Preparation of GAD for all proposed minor/ major bridges, RFO,RUB's based on L-section , detailed geotechnical investigation & survey	No.	33	5,435/-	1,79,355/-
14	Preparation of detailed schedule of quantities for single line construction including crossing station and junction station. The location of junction station and crossing station will given be given by DFCCIL. The BOQ shall consist of quantities of earthwork, blanket material, ballast, P.Way Material, length of retaining walls, length of side drains etc. The detailed quantities of various items of minor & major bridges, RFO and RUB and estimation thereof. The estimates shall be updated to include items as per the latest practice of Railway and Railway Board's instructions. The rates adopted for schedule for quantities and detailed estimate should be latest and realistic. To calculate the realistic rates Contractor/ Firm shall study the availability of material required for earthwork, blanketing etc. considering the lead involved and submit rate analysis to DFCCIL.	Km	30	5,435/-	1,63,050/-

Item no.	Description of Item	Unit	App. Qty.	Rate (Rs.)	Amount (Rs.)
15	Preparation of Engineering Scale Plan of Jn. Stations, Crossing Stations and existing Railway stations by doing proper survey of the entire yard along with the plan, contractor has to submit detailed list of infringement (signaling, electrical and Civil etc) coming in the proposed alignment. The plan for Jn. Station should be got approved by the concerned Railway authorities and DFCC.	No s	40	40,000/-	16,00,000/-
16	Preparation of detailed presentation of the work as per the scope of work and as & when required, marking of alignment on google image, Topo-sheet and preparation of detailed project report as directed by Engineer in Charge etc. complete.	Km	30	2,500/-	75,000/-
17	Integrating the survey data for the Hapur & Meerut detour with the available survey data of the Khurja – Telheri section and preparation of a comprehensive reports/documents in soft/hard copies as per special conditions and as per the DFCCIL's instructions	L.S	1	50,000/-	50,000/-
18	Survey using total station or any other survey equipment for the site of ROB, showing all important features, within railway boundary, and 500mt. on either side of the railway boundary for approaches, and submission of survey drawing in 3 copies including transportation, survey equipment, preparation of drawings, all labour, technical staff etc.as per instructions of Engineer-in –charge	No.	1	22,472/-	22,472/-
19	Preparation of GAD for ROB's within railway boundary as per railway norms, based on site survey, for 2- Lane/4 Lane/6 Lane bridge, and submission of original tracing to DFCC for approval from railway. The rate also includes, making correction/ modifications suggested by DFCC/railways and approval of combined GAD (GAD of ROB within Railway Boundary and GAD for approaches) from concerned Railway Authorities and State/NH Authorities.	No.	1	39,326/-	39,326/-
20	Preparation of GAD for approaches, as per specification of MOST for approaches, based on site survey, for 2- Lane/4 Lane/6 bridge, and submission of original tracing to DFCC from approval from State authorities. The rate also includes, making corrections / modification suggested by DFCC/State authorities and approval of combined GAD (GAD of ROB within Railway Boundary and GAD for approaches) form concerned Railway Authorities and State/NH Authorities.	No.	1	39,326/-	39,326/-
21	Preparation of estimates, for railway as well as approach portion, after approval of GAD from concern department. 3 copies of estimates (measurement as well as abstract sheets) shall be submitted to department for further submission to concern authority.	No.	1	39,326/-	39,326/-
	TOTAL FOR SCHEDULE 'A'				57,45,667/-

SCHEDULE OF APPROXIMATE QUANTITIES

Name of work: Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge , staking out alignment, preparation of Land plans , Geotechnical investigation, preparation of GAD for bridges and yard plans, providing facilitation services for LAND Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut

SCHEDULE-B

Item No.	Description of items	Unit	App. Qty	Rate (Rs.)	Amount (Rs.)
1	After notification, the declaration of the same to all the owners of land by distribution of notice, affixing the notice at notice board of every village office, Panchayat, Tahsil office as well as announcement (Munadi) in every village by speaker for awareness and information.	Per village	72	1,000/-	72,000/-
2	Collection of sale deeds for the last 03 years and the rate list of district. (Actual Govt. fees if any paid will be paid extra over schedule rates on production proof of payment thereof)	Per Sub Registry Office	3	10,000/-	30,000/-
3	Identification of landless and small farmers and preparation of compensation package.	Per District	2	25,000/-	50,000/-
4	Supply and fixing of concrete pillars of 20 cm dia & 75 cm length with contractor's own materials, tools and plants including all lead, lift and crossing of track etc. complete for demarcation of DFCC boundary	Each	500	400/-	2,00,000/-
5	Survey and valuation of affected structures trees and any other value addition to the land, Multy storeyed building etc including valuation of building by Govt approved valuers. (Note: For valuation of structures 15% over the actual fee of Govt approved valuer will be paid by DFCC over above this schdule rate)	Per Village	18	5,000/-	90,000/-

Item No.	Description of items	Unit	Qty	Rate	Amount (Rs.)
6	Distribution of compensation – Opening of bank account of affected parties in the nearby schedule/regional rural bank, deposition of cheque in the bank and furnishing the acknowledgment of the same for the record. The item also includes assisting competent authority in preparation of compensation package, organising camps for disbursement of compensation by making suitable arrangement for tents , all cost of transportation, vehicle for Revenue authorities , typing, Videography and Photography etc.	Per Village	18	10,000/-	1,80,000/-
7	Joint Measurement by Revenue Staff & Acquiring Agency for the delivery of possession of the land after acquisition.	Per Km.	55	1,500/-	82,500/-
8	Making necessary arrangements for transferring the land title to DFCCIL with all legal formalities like purchase of stamp papers, typing work involved, handing/taking over of land , attending, attending the revenue department for necessary stamping and registration thereof etc.	Per district	2	25,000/-	50,000/-
NS/9	Making proposal for acquisition of Government land, follow up with Tahsildar, Forest officials and State Government etc.	Per district	2	10,000/-	20,000/-
	TOTAL FOR SCHEDULE 'B'				7,74,500/-

For CPM/Meerut

RATE SHEET**Tender No.:** “MTC/DFCCIL/Preliminary Works/2011-12/1”

NAME OF WORK: Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge , staking out alignment, preparation of Land plans , Geotechnical investigation, preparation of GAD for bridges and yard plans , providing facilitation services for land Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut

Date of opening : 28-02-2012

I/We offer and agree to execute the work as per specifications, rate, terms and conditions of this tender at the following rates.

Sr.No.	Item of work covered in Schedule	Basic Value	Rate to be quoted by tenderer in percentage above/below the basic rates specified in schedule (In figures & words)
1	Schedule 'A'	Rs 57,45,647/- (Rs fifty seven lakh forty five thousand six hundred forty seven only)%above/below/At Par the basic rates of Schedule 'A' (In figures) <hr/>% above/below/At Par the basic rates of Schedule 'A' (in words)
2	Schedule 'B'	Rs 7,74,500/- (Rs Seven lakh seventy four thousand five hundred only)%above/below/At Par the basic rates of Schedule "B" (In figures) <hr/>% above/below/At Par the basic rates of of Schedule "B" (in words)

Note:-

- (1)I/We am/are signing this document after carefully reading the contents.
- (2)I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

Signature of tenderer/s

Address:

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To DFCC Name & Address of Project.

[Acting through _____ (Project Incharge) & Address of the Project]

WHEREAS _____ [name and address of Consultant]

(hereinafter called "the Contractor") has undertaken, in pursuance of letter of acceptance No. _____ dated _____ to execute

_____ [name of contract and brief

description of works} (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we (name / address of the bank) have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we(name / address of the bank) hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of _____ [amount of Guarantee], _____ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We(name / address of the bank) hereby waive the necessity of your demanding the said debt from the (Contractor) before presenting us with the demand. We(name / address of the bank) further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the (Contractor) shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto _____ (a date 60 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____

Address: _____

Date: _____

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi – 1 acting through Chief Project Manager, DFCCIL, 702/2 Shastri Nagar, Meerut (herein after called the “employer /Engineer”) of the one part and (Name / address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. Contract No. _____ (hereinafter called “the works”, and has accepted a Bid by the Consultant for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract
 - e) Bill of Quantities
3. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenant to pay the Consultant in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)
Signed for and on behalf of the Consultant in the presence of:
Witness: Witness:

(Name, Designation and address of the authorised signatory)
Signed for and on behalf of the Employer in the presence of:

- | | |
|---|---|
| <ol style="list-style-type: none">1.2. | <ol style="list-style-type: none">1.2. |
|---|---|

Name and address of the witnesses to be indicated.

BRIEF DETAILS OF THE BIDDER

Tender No.: “MTC/DFCCIL/Preliminary Works/2011-12/1”

NAME OF WORK: Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge , staking out alignment, preparation of Land plans , Geotechnical investigation, preparation of GAD for bridges and yard plans , providing facilitation services for land Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut

1. Name of the agency and address :
2. Person to be contacted :
3. Designation :
4. Telephone Nos. (office) :
5. Mobile No. :
6. Fax Nos. :
7. Category of Firm: Whether Partnership / Ltd. Co./Sole or proprietorship , etc. :
8. **List of similar works completed by tenderer in the last 3 years**

Sl. No.	Description of work	Organisation for whom the work has been done	Approximate value of the work at the time of award	Scheduled completion date	Date of actual completion &reason for delay	Final Value of the contract	Remarks

It is certified that information given above is true to the best of my knowledge and nothing has been hidden/misrepresented.

Note :- Experience certificate from Govt. Organisations/PSUs/ must be attached

Signature of tenderer/s

CHECKLIST**Tender No.:** “MTC/DFCCIL/Preliminary Works/2011-12/1”

NAME OF WORK: Detail engineering construction survey for Meerut and Hapur detour and /or at any other location as directed by the Engineer- in-charge , staking out alignment, preparation of Land plans , Geotechnical investigation, preparation of GAD for bridges and yard plans , providing facilitation services for land Acquisition and other preliminary works on Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Meerut

Name of tenderer:

SN	Items Description	Reference	Enclosed
1	Earnest Money Deposit	Clause 6.0 Section-1	Yes/No
2	Qualification requirements for bidders	Clause 5.0 Section-1	Yes/No
3	Copy of Partnership deed or JV/Article of Association (legal status of tenderer)	Clause 9.0 /10 Section-1	Yes/No
4	Brief details of the bidder	Annexure III	Yes/No
5	Forwarding letter by tenderer	Page 3	Yes/No
6	Authorization letter in favour of person signing the bid documents	Clause 8.0 Section-1	Yes/No
7	Rate Sheet	Page 38	Yes/No
8	Check-list	Annexure IV	Yes/No

Signature of tenderer/s