



Dedicated Freight Corridor Corporation of India Ltd.,
 (A Government Of India Undertaking)
 1st First Floor, Old Gm Building, Balmiki Chauraha, Allahabad-211001

NOTICE FOR INVITING BIDS

Tender No.	ALD(E)/EN/Bridges–GeoTech /Br.no. 5/25A
Name of the Work	Conducting Geotechnical investigations; preparation of General Arrangement Drawings (GADs) for Important bridge at km 792/9-23 (namely on Tonse River) between Bheerpur - Meja on Allahabad-Mughalsarai section in connection with construction of Eastern Dedicated Freight Corridor.
Estimated Cost of Work	4.89 Lacs
Completion Period	Three Months
Type of BID	Single Packet Open Tender
Earnest Money	Rs. 9800.00
Date and time of submission of filled tender document	Upto 15:00 hrs. on 30.05.2012
Date and time of opening of tender	15:30 hrs. on 30.05.2012
Authority and place for submission of completed tender document	Dedicated Freight Corridor Corporation of India Ltd., Allahabad (East) 1st First Floor, Old GM Building, Balmiki Chauraha, Nawab Yusuf Road, Allahabad-211001 Tele Fax No. 0532-2560316 E-mail: nagrawal@dfcc.co.in
Address for Communication	Office of Chief Project Manager, DFCCIL, ALD(E) 1st First Floor, Old GM Building, Balmiki Chauraha, Nawab Yusuf Road, Allahabad-211001 Tele Fax No. 0532-2560316 E-mail: nagrawal@dfcc.co.in

Chief Project Manager
Dedicated Freight Corridor Corporation
India Limited



Dedicated Freight Corridor Corporation of India Ltd.

Name of Work: Conducting Geotechnical investigations; preparation of General Arrangement Drawings (GADs) for Important bridge at km 792/9-23 (namely on Tonse River) between Bheerpur – Meja on Allahabad-Mughalsarai section in connection with construction of Eastern Dedicated Freight Corridor.

Tender No. ALD(E)/EN/Bridges – Geo Tech – Investigation/Br.no. 5/25A

Single Packet OPEN TENDER

**BID DOCUMENT
NOT TRANSFERABLE**

Dedicated Freight Corridor Corporation of India Ltd.,
Chief Project Manager, DFCCIL, ALD(E), Old GM Building, Balmiki Chauraha
Nawab Yusuf Road, Allahabad, Pin - 211001

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Dedicated Freight Corridor Corporation of India Ltd.,
Chief Project Manager, DFCCIL, ALD(E), Old GM Building, Balmiki Chauraha
Nawab Yusuf Road, Allahabad, Pin - 211001

Dedicated Freight Corridor Corporation of India Ltd.,
Chief Project Manager, DFCCIL, ALD(E), Old GM Building, Balmiki Chauraha
Nawab Yusuf Road, Allahabad, Pin - 211001

To,
Chief Project Manager,
ALD(E) DFCCIL.,
Old GM Building, Balmiki Chauraha
Nawab Yusuf Road, Allahabad
Pin - 211001

Ref: **Tender No. ALD(E)/EN/Bridges – Geo Tech – Investigation/Br.no. 5/25A**

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and 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 Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL Administration for the execution of present contract.

2. A sum of **Rs. 9800/- (Rupees Nine Thousand Eight 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 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.

OR

ii) I/We do not commence the work within 10 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 modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer/Consultants

Contractor’s Address

Signature of Witness

Dedicated Freight Corridor Corporation of India Ltd.,
Chief Project Manager, DFCCIL, ALD(E), Old GM Building, Balmiki Chauraha,
Nawab Yusuf Road, Allahabad, Pin - 211001

Section 1.

Invitation for Bids (IFB)

Dear Sir,

Chief Project Manager, DFCCIL, ALD(E) for and on behalf of DFCCIL invites bids for undertaking the work from Bheerpur - Meja on Eastern Freight Corridor for: Conducting Geotechnical investigations; preparation of General Arrangement Drawings (GADs) for Important bridge at km 792/9-23 (namely on Tonse River) between Bheerpur - Meja on Allahabad-Mughalsarai section in connection with construction of Eastern Dedicated Freight Corridor.

1.0 Pre-qualification Criteria:

The bidder must have executed and completed the Geo-Technical investigation and other related works as mentioned in the "Scope of Work" for at least one Bridge during last three Financial Year.

2.0 DETAILS OF BID DOCUMENT:

2.1 Bids must be accompanied by a Earnest money deposit of Rs. 9800/- (Rupees Nine Thousand Eight Hundred Only) by a crossed Demand Draft/fixed deposit receipt/ Bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank of India, **in favour of DFCCIL, Payable at Allahabad. Bids received without earnest money shall be summarily rejected.** Earnest Money cannot be deposited in the form of Bank Guarantee.

2.2 Each page of the Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bid should be submitted in sealed envelope and brief description of the tender should be clearly written, such as:

Tender No.

Name of Work

Date & Time of opening of tender

Name & Address of tenderer.

- 2.3 Date and time for submission of offer: up to 15.00 hrs on 30.05.2012.**
- 2.4 Venue for submission of bids:** Office of Chief Project Manager, ALD(E) DFCCIL, Old GM Building, Balmiki Chauraha, Nawab Yusuf Road, Allahabad, Pin – 211001
- 2.5 Time for opening of offer: 15.30 hrs on 30.05.2012** in the presence of bidder or their authorized representatives who choose to remain present.
- 2.6** If the date of opening is declared as holiday then the tender shall be accepted upto 15.00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e, next working day.
- 2.7 Address for Communication:** Interested Bidders may obtain further information from the address given below.

Office of Chief Project Manager, DFCCIL, ALD(E) , Old GM Building,
Balmiki Chauraha, Nawab Yusuf Road, Allahabad, Pin - 211001
E-mail: nagrawal@dfcc.co.in

- 2.8** Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.
- 2.9** No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.
- 2.10 Validity of the Bid:** The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the period of validity / extended validity.
- 3.0 Time Schedule:** The total time for completion of work shall be of **three months** from date of issue of Letter of acceptance by DFCCIL. Time is the essence of the Contract.
- 4.0 Rate:** The contractor / bidder must quote a flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule. **This percentage shall be applicable on each item of the schedule uniformly.**
- 5.0** Tenderers are requested to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.

6.0 Earnest Money is liable to be forfeited in case of the following:

- i) On revocation of tender due to increase in rates by the firm after opening of tenders but before the validity of the tender.
- ii) On refusal to accept the work order after award of contract.
- iii) If the work is not commenced on the stipulated date of start of the work awarded to the contractor.

Thanking you,

Yours faithfully,

**Chief Project Manager,
DFCCIL ALD (E)
For and on behalf of DFCCIL**

Note:- Tender document can be obtained from the office of CPM/DFCCIL/Allahabad(E) on all working days between 10.30 to 17.00 hrs by paying Tender Fee of Rs.1000/-(One Thousand only) by way of DD/Pay Order favour DFCCIL payable at Allahabad. The Tender document can also be downloaded from company's website www.dfcc.in & www.dfccil.org and the same will be accepted along with the tender fee of Rs.1000/-(One Thousand Only) through a separate Demand Draft drawn on any nationalized/scheduled bank favouring "DFCCIL payable at Allahabad". Offers without cost of tender paper will liable to be reject.

Section 2

Instructions to Tenders / Bidders (ITB)

1. **Site visit:** The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense
2. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. **Language of Bid:** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.
4. **Currencies of Bid and Payment:** The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
5. **Period of Validity of Bids:** Bids shall be valid for a minimum period of 90 days from the date of opening of the tender a bid valid for a shorter period shall be rejected by the employer as non responsive.
6. **Format and Signing of Bid:** Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
7. **Deadline for Submission of Bids:** Bids must be received by the Employer at the address and no later than the date and time indicated in the Bid document.
8. **Late Bids:** The Employer shall not consider any bid received after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late and rejected.
9. **Signing of Contract:** The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the employer through a letter of acceptance. In response the successful bidder should sign the contract agreement (**Annexure II**) within Seven days from the date of issue of acceptance letter.
10. **Corrupt Practices:** The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.

- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
- (i) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) “**fraudulent practice**” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “**collusive practices**” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “**coercive practices**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- (d) Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 11. Security deposit:** The security deposit will be equal to **5%** of the value of the contract. The earnest money of the successful bidder will be converted into initial security deposit. Balance Security deposit, shall be deducted at the rate of **10%** from each of the running bill of the contractor till the realization of full amount of security deposit as per contract.
- 12.** The acceptance letter once issued shall be considered as valid and legally binding Contract between the two parties till signing of formal contract agreement.

Section: 3

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Bid and contract, which is enclosed along with the tender documents.

In case of any deviation between 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. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

1. DEFINITIONS

Unless excluded by or repugnant to the context:

- a) The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Fright corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Fright corridor Corporation of India Ltd.
- c) The expression “**Department**” as used in the tender papers shall mean Dedicated Fright corridor Corporation of India Ltd.
- d) “**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.
- e) Engineer/ “**Engineer-in-charge**” of the work shall mean the ‘Representative’ appointed by DFCCIL.
- f) 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.
- g) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- h) 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.

- i) The “**Contractor/ consultant**” 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.
- j) The “**Contract sum**” / “**Contract price**” shall mean the sum for which the tender is accepted.
- k) 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.
- l) A “**Day**” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- m) A “**month**” shall mean a calendar month.
- n) A “**week**” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- o) “**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) was (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, lightening and un-precedent floods over which the contractor has no control.
- p) “**Temporary works**” shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- q) “**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.
- r) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

2. SECURITY DEPOSIT

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.

3. SUPERVISION AND SUPERINTENDENCE

3.1 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 construction. 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 & variation orders as the Engineer may issue during the progress of the works.

4. 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.

5. 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 Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway / 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.

6. 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.

7. LAWS AND REGULATIONS:

Governing Law:

The contract documents shall be governed by the laws and by-laws of India.

8. 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.

9. 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.

10. SERVICE TAX

Service Tax as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.

As per the Para and also the practice adopted by DFCCIL, service tax has to be paid by the consultant and the same will be reimbursed after the production of documentary proof for the same. This has been done to ensure that there is no default on this account.

11. 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 taxes Govt **except service tax**. The 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.

12 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 receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc.

Further **DFCCIL** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

13. DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

13.1 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.

13.2 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.

13.3 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.

13.4 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 referred to in Clause 20.0 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.

13.5. 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.

13.6 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.

13.7 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.

13.8 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.

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

14.1 Conditions leading to determination of' contract

i. If the Firm/Contractor

becomes bankrupt or insolvent, or,

a. 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

b. 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

c. has execution levied on his goods or property or the works, or

d. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or

e. abandons the contract, or

f. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or

g. 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

h. fails to take steps to employ competent and / or additional staff and labour, or

i. 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

j. 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 adopt the following course

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 technical staff at site.

15. DETERMINATION OF CONTRACT ON EMPLOYER / ENGINEER'S ACCOUNT

The Employer / Engineer shall be entitled to determine 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.

16 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.

17 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 C.G. Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

18 PERFORMANCE GUARANTEE

- 18.1** Within Seven days of issue of letter of acceptance from the employer/ engineer the successful tenderer shall furnish to employer/ engineer a **performance guarantee in the form of irrevocable bank guarantee amounting to 5% of original contract value** from any scheduled or nationalized bank of India in the Performa attached at **Annexure-I**.
- 18.2** Alternatively the firm can furnish the performance guarantee in the form of FDR from a scheduled or nationalized bank of India in favour of the employer i.e. in DFCCIL.
- 18.3** No payment under the contract will be made to the firm without receipt of performance guarantee from the firm.
- 18.4** Failure of the successful tenderer to furnish the require performance guarantee shall be a ground for annulment of the contract and for feature of earnest money.
- 18.5** In case of termination of contract on account of failure of the contractor performance guarantee shall be encashed.
- 18.6** In case the firm/ contractor fails to extend the validity of performance guarantee as desired by the employer then the employer may encash the performance guarantee of the firm/ contractor.

19. Release of performance guarantee

The performance guarantee shall be released to the firm only after the physical completion of the work based on the completion certificate issued by competent authority stating that contractor has completed the work in all respect satisfactorily.

20. 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 project 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.

21. SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the Employer / Engineer and the Consultant 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:

21.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the

Consultant 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.

21.2 Conciliation/Arbitration

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

21.2.2 If the Consultant is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Consultant 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(s), the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

21.2.3 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 Consultant. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Consultant 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 Consultant.

21.2.4 In case, the Consultant opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Consultant 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.

21.2.5 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.

21.2.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

21.2.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.

21.2.8 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 Consultant.

21.3 Settlement through Court

It is a term of this contract that the Consultant 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 clauses 14.1 and 14.2.

21.4 Suspension of work

The Obligations of the Employer, the Engineer and the Consultant 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 and payments to the Consultant shall continue to be made in terms of the contract.

21.5 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.

21.6 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.

21.7 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be Allahabad only.

SECTION 4

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

1. INTRODUCTION

Scope of work under this tender includes:

- i) Geotechnical Investigation for the Bridge.
- ii) Necessary laboratory tests.
- iii) Preparation of G.A.D for the Bridge
- iv) River profiling and collection of Hydrological data
- v) Detailed report shall consist following:

SN	Item
1	Hydrological Calculations
2	GAD's of Important bridges
3	Geotechnical Investigation Reports
4	Any Other special Study

2. DETAILED SCOPE OF WORK:

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 as specified in BOQ boreholes for important Bridges (upto 50m depth at alternate piers or 5m in the refusal strata where SPT N value is more than 100, whichever is earlier.))
- 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 of DFCCIL Ltd.
- iv) Collection of rock core samples and carrying out various laboratory testing as per relevant IS codes in consultation with Engineer-in-charge of DFCCIL Ltd.
- v) Preparation of bore logs, location plans of boreholes, various test results, curves and calculations on computer by using suitable software.

- vi) Investigation shall include data regarding removal of overburden by excavation, erosion or landslides, to give an idea of the amount of pre-consolidation the soils data has undergone. Similarly data regarding recent fill to be investigated to study the consolidation characteristic of the fill as well as original data.
- vii) 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.
- viii) Safe bearing capacity is required for GAD of bridges including type of foundations and their dimensions. The purpose of geo-technical investigation is to work out the schedule of quantities as accurate as possible so as to facilitate the executing agency to make reasonable assessment of their quote.
- ix) Soil/Rock samples shall be submitted to DFCCIL.

2.1.1 SPECIAL TECHNICAL SPECIFICATIONS TO BE FOLLOWED ARE AS UNDER:

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

IS: 4078 Code of practice for indexing & storage of drill cores.

IS: 2131 Method for standard penetration test

IS: 1892 Code of practice for sub surface investigation for foundations.

IS: 6926 Diamond core drilling site investigation for river valley projects.

IS: 5313 Guide for core drilling observation.

IS 4464 code of practice for presentation of drilling information and core description in foundation investigation.

IS: 5529 (Part-I & Part-II) code of practice for in – situ permeability tests in overburden and rock respectively.

And any other relevant codes & specifications 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.

2.1.2 Following test shall be carried out for the sample collected from site :

- a. Contractor shall note that all laboratory tests shall be conducted in the reputed laboratory or the laboratory approved by Engineer In charge by using approved apparatus complying with the requirements and specifications of Indian standards. If the sample is tested in their laboratory then adequacy of the laboratory must be certified by the engineer in charge.
- b. 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.

- c. 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 of DFCCIL Ltd.

2.1.3 Tests on Undisturbed and disturbed Samples

- a. Conducting Grain size analysis as per I.S 2720-(Pt.IV) both from SPT & UDS samples, plotting grain size distribution curves and calculating silt Factor.
- b. By sieve analysis for grain size larger than 75 micron
- c. By pipette method or Hydrometer method for grain size smaller than 75 micron.
- d. Determination of specific gravity of soil as per I.S 2720(Pt-III) both from SPT & UDS samples.
- e. Determination of liquid & plastic limits as per IS 2720 (Pt. V) both from SPT & UDS samples.
- f. Determination of natural moistures content as per IS-2720 (Pt. III) both from SPT and UDS samples.
- g. Determination of bulk unit weight as per IS-2720 (Pt. III) both from SPT and UDS samples.
- h. Determination of initial void ratio of soil samples.
- i. Determination of differential free swell index from UDS samples as per IS-2720 (Pt. 40)
- j. Conducting consolidation test in terms of IS-2720 (PT.XV) and finding coefficient of consolidation, coefficient of permeability, coefficient of volume compressibility and various compression ratio.
- k. Conducting Water Absorption Test on soil samples.
- l. Conducting Direct shear test on cohesionless soil samples for determination of shear strength in terms of IS 2720 Pt. XIII.

Note. The type of test to be conducted for the soil type should be got approved from Engineer in Charge in advance.

- m. Conducting Triaxial Test for all types of soils under appropriate conditions of drainage, consolidation and with/without measurement of pore pressure for the type of soil under consideration for determination of shear strength parameters of specimen in terms of IS-2720 (Pt. X, XI, XII).

Note: The type of test to be conducted for the soil type should be got approved from Engineer in Charge in advance.

- n. Determination of prosity of Rock samples as Per IS 13030
- o. Preparation of rock specimen as per I.S. specification for conducting compression tests.
- p. Determination of compressive strength of rock samples by point load strength method as Per IS: 8784 or unconfined compressive strength as per

IS: 9143 (1 set will comprise of 10 No. of samples) as directed by Engineer-in-Charge.

- q. Conducting Petrographic examination of Rock samples as per IS: 2386 PT VII, VIII.

2.2 The lab test report should clearly indicate the following properties of soil and rock:-

i. For soil

- a. Engineering properties of soil/rock.
- b. The location and extent of rock layer and other weak features.
- c. Soft pockets if any under the hard founding strata.
- d. The geological features like type of rock, fault, fissures etc.
- e. Ground water table.
- f. Artesian condition, if any.
- g. The depth and existence of scour.
- h. The bearing capacity for foundation.
- i. Probable settlement and probable differential settlement of the foundation.

ii. For Rock

- a. Depth of rock strata and its variation over a site.
- b. Whether isolated boulder or massive rock formation.
- c. Extent and character of weathered zone.
- d. Joint frequency in the rock.

2.3 SITE SELECTION FOR BRIDGES.

The location of bridge is on the approved alignment of DFCCIL. It is expected from the consultant to conduct 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 required spans must be supported with proper hydrological calculation.

2.4 Preparation G.A.D for Bridges: Firm/contractor shall prepare G.A.D. for proposed bridge based on L-section given by DFCCIL & detailed geotechnical investigation & hydraulic survey carried out by contractor/Firm.

As already mentioned, approved alignment plan, L section will be provided for the entire section by DFCCIL. Based on the survey as well as geotechnical investigation carried out by the consultant for the bridge.

2.5 Provision of facility for site inspection to DFCCIL officials: The contractor/Firm should facilitate and extend all support for the inspection of work by the officials of the DFCCIL.

3.0 Time Schedule: Time allowed for the work is **three months** including mobilization of Man Power and Machineries etc. at site, which shall be reckoned from the day of the issue of letter of acceptance by DFCCIL. Tenderers must satisfy themselves that they would be able to complete the work within stipulated period.

4.0 Quantity Variation: Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+-) 25% for each item. In case of variation in quantities beyond +25%, the rates for the additional quantities beyond +25% variation shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

5.0 Additional Work –

5.1 In case of any unforeseen development as per technical requirement. Drilling has to be carried out beyond the limits prescribed in the BOQ at the agreed rates.

5.2 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 negotiated and approved rates for new item.

6.0 Payment Schedule –

6.1 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.

6.2 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.

SECTION-5

SCHEDULE OF QUANTITIES

Name of the work: Conducting Geotechnical investigations; preparation of General Arrangement Drawings (GADs) for Important bridge at km 792/9-23 (namely on Tonse River) between Bheerpur - Meja on Allahabad-Mughalsarai section in connection with construction of Eastern Dedicated Freight Corridor.

SN	Description of Items	Unit	Qty	Rate (Rs)	Amount (Rs)
1	Exploratory drilling of 150mm diameter boreholes down to maximum 50m depth in all type of soil including conducting standard penetration tests at specified depth, collection of disturbed, undisturbed samples from boreholes at bridge locations along the proposed alignment. The depth of boring mentioned in the item is only indicative and may vary during execution as per site conditions. Test under this item will be conducted as per special conditions of contract and specifications.	Mtr	200	870.50	174100.00
2	Exploratory drilling of 150mm diameter boreholes down to maximum 50m depth in all type of soil & drilling of Nx size boreholes (65mm diameter) in all type of rock (boulders, weathered and fresh rock) including conducting standard penetration tests at specified depth, collection of disturbed, undisturbed samples from boreholes at bridge locations along the proposed alignment. Boring shall be done in soft, weathered rock and hard strata and shall be carried out to a depth of minimum 3m in the sound rock. The depth of boring mentioned in the item is only indicative and may vary during execution as per site conditions. Test under this item will be conducted as per special conditions of contract and specifications.	Mtr.	60	1206.20	72372.00
3	Extra for drilling the bore as per item no. 1 or 2 for making the necessary temporary arrangement in flowing water of the river.	No.	3	25000.00	75000.00
4	Conducting laboratory tests on samples as specified in scope of work and submission of report. Test under this item will be conducted as per special conditions of contract and specifications. Chemical analysis tests for sub soil water as stipulated. Item also includes	Mtr	260	613.69	159559.4

	analysis, there complication and submission of report with predictive geotechnical profile of the area and parameter like safe bearing capacity etc. as per special conditions of contract.				
5	Leveling of the river profile 1 Km on upstream and 1KM on downstream, traversing of catchment 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.	01	3752.81	3752.81
6	Preparation of G.A.D for the proposed bridge based on L-section given by DFCCIL & detailed geotechnical investigation & hydraulic survey carried out by contractor/firm.	No.	01	3999.31	3999.31
Total					488783.52

Say 4.89 Lacs

In figure: ----- % above/at par / or below

In words:----- % above/at par / or below

(Seal & Signature of bidder)

NOTES:

1. Bidders should quote %age above/below/at par both in words and figures.
2. In case of cutting/overwriting, the rates in words shall be taken as final.
3. Contractor has to quote a single flat percentage in the blank space above.
4. All cuttings and over-writings should be signed by the bidders
5. The payment shall be done as per the above schedule based on actual quantum of work done as certified by engineer in charge.
6. The bidder quoting the rates for individual items will be disqualified.

BIDDER'S GENERAL INFORMATION

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Registered Address: _____

1-4 Operation Address if different from above:

1-5 Telephone Number _____

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address & Web Site _____

1-7 Telefax Number _____

(Country Code) (Area Code) (Telephone Number)

1-8 ISO Certification, if any {If yes, please furnish details}

1-9 Service Tax No.:

1-10 Pan No.:

1-11 Bank A/C No with Bank code for electronic clearance of the payment.:

(Seal & Signature of bidder)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

DFCCIL

Name & Address of Project.

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

WHEREAS _____ [name and address of Consultant] (hereinafter called “the Consultant”) has undertaken, in pursuance of Contract 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 have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, 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 hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We 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 Consultant 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 28 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 – 110001., acting through (Project Head and name / address of the Project) (hereinafter called “the Employer / Engineer”) of the one part and _____ (name and address of the Consultant) (hereinafter called “the Consultant”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Consultant 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)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Consultant in the presence of:

Signed for and on behalf of the Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.