



Dedicated Freight Corridor Corporation of India Ltd.,
(A Government Of India Undertaking)
117/H2/180, Pandu Nagar, Kanpur 208025

NOTICE FOR INVITING OPEN BIDS

Tender No.	TENDER NO : CNB(Works)/OT/LB1
Name of Work	Work of Fixing Boundary Stone Pillars on Proposed Boundary marking, including excavation & (White Wash/Distempring), painting and writing NC Railway/DFCCIL (As per the approval of Engineer in charge) Supplying ,shifting and Fixing of Boundary Stone Pillars on proposed Boundary Marking including loading, leading & unloading. Which may involve Truck/Tractor for placement of Boundary Stone Pillars loading up to leading point then shifted/Transporting to nominated place with all labour & machineries, such as Truck/ tractor etc. (No extra payment will be made for loading, leading and unloading of Boundary Stone Pillars) and Cement concrete cast in Situ(1:3:6) with all contractor Tools and Plant`s labour and materials. (Km 991.00 to Km 1170. 00).Kanpur to Jaswant Nagar
Estimated Cost of Work	Rs. 1799740.00/-
Completion Period	Three Months
Type of BID	Single Stage Two packet Open Tender
Earnest Money	Rs. 35995/-
Date and time of submission of filled tender document	up to 14:00 Hrs of 07-06-2012
Date and time of opening of tender	up to 15:00 Hrs of 07-06-2012
Authority and place for submission of completed tender document	Dedicated Freight Corridor Corporation of India Ltd., 117/H2/180, Pandu Nagar Kanpur (UP) 208025 Tele Fax No. 0512-2224703 E-mail: cpmcb2011@gmail.com
Address for Communication	Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 117/H2/180, Pandu Nagar, Kanpur (UP) 208025 Tele Fax No. 0512-2224703 E-mail: cpmcb2011@gmail.com

Chief Project Manager
Dedicated Freight Corridor Corporation India Limited,

Dedicated Freight Corridor Corporation of India Ltd.

Name of Work: - Work of Fixing Boundary Stone Pillars on Proposed Boundary marking, including excavation & (White Wash/Distempring), painting and writing NC Railway/DFCCIL (As per the approval of Engineer in charge) Supplying ,shifting and Fixing of Boundary Stone Pillars on proposed Boundary Marking including loading, leading & unloading. Which may involve Truck/Tractor for placement of Boundary Stone Pillars loading up to leading point then shifted/Transporting to nominated place with all labour & machineries, such as Truck/ tractor etc. (No extra payment will be made for loading, leading and unloading of Boundary Stone Pillars) and Cement concrete cast in Situ(1:3:6) with all contractor Tools and Plant`s labour and materials. (Km 991.00 to Km 1170.00).Kanpur to Jaswant Nagar

Single StageTwo Packet OPEN TENDER

Tender No- CNB(works) /OT/LB 1

BID DOCUMENT

NOT TRANSFERABLE

Dedicated Freight Corridor Corporation of India Ltd.,

117/H2/180, Pandu Nagar, Kanpur (UP) 208025

Dedicated Freight Corridor Corporation of India Ltd.,

117/H2/180, Pandu Nagar Kanpur 208025

Tender No.

TABLE OF CONTENTS

Section 1.	Invitation for Bids (IFB)
Section 2.	Instructions to Bidders (ITB)
Section 3.	General Conditions of Contract
Section 4.	Special Conditions of Contract and specifications
Section 5.	Financial Bid

Dedicated Freight Corridor Corporation of India Ltd.,

117/180, H-2 block, Pandu Nagar Kanpur 208025

To,
Chief Project Manager
DFCCIL,
Kanpur.

Name of Work: - Work of Boundary Sleeper Fixing on proposed boundary for land acquisition under CPM/CNB's jurisdiction in Kanpur Detour and in Slice101{ (Km 991.00 to Km 1170.00).Kanpur to Jaswant Nagar}

Ref: Tender No. CNB(Works)/OT/LB2

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 –Thirty Five Thousand Nine Hundred Ninety Five 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/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.
OR
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/Bidder

Bidders/Tenderer's Address

Signature of Witness

**Dedicated Freight Corridor Corporation of India Ltd.,
117/180, H-2 block, Pandu Nagar Kanpur 208025**

Section 1.

Invitation for Bids (IFB)

Dear Sir,

Chief Project Manager, DFCCIL, Kanpur, for and on behalf of DFCCIL invites, bids in single envelope system, from the tendering firms / JVs for undertaking the “Work of Boundary stone Fixing for land acquisition under CPM/CNB’s jurisdiction between Kanpur detour and Slice 101 {(Km 991.00 to Km 1170.00).Kanpur to Jaswant Nagar section.}

1. DETAILS OF BID DOCUMENT

- 1.1 **Tender documents:** The Tender documents can be purchased from the Office of The CPM/CNB at 117/H-2/180 Pandu nagar Kanpur U.P up to 17.00 Hrs of 06-06-2012 on Payment of Rs 1500/- (Non Refundable) in the form of Demand Draft/ bankers Cheque issued by any Nationalized Bank of India or any scheduled bank of India, in favour of DFCCIL, Kanpur Payable at Kanpur. The Tender documents can be downloaded from the web site www.dfccil.org. Payment of Rs 1500/- (Non Refundable) in the form of Demand Draft/ bankers Cheque must be attached along with tender document if downloaded from the web site
- 1.2 **Bids must be accompanied by an earnest Money of Rs 35995/-** by a crossed Demand Draft /Fixed Deposit Receipt / Bankers Cheque issued by any Nationalized / Schedule Bank at Kanpur drawn in favour of **Dedicated Freight Corridor Corporation of India Ltd.** and shall have to be valid for 30 days beyond the validity of the offer i.e 90 days from the date of opening. **Bids received without earnest money shall be summarily rejected.**
- 1.3 **Submission of bids:**
- 1.3.1 **Date and time for submission of offer:- up to 14.00 hrs on 07-06-2012**
- 1.3.2 **Venue for submission of bids:-** DFCCIL; 117/180, H-2 block, Pandu Nagar Kanpur 208025
- 1.3.3 **Time for opening of offer: - 15.00 hrs on 07-06-2012**

1.3.4 If the date of opening is declared as holiday then the tender shall be accepted upto 14.00 hrs of the next working day and the same will be opened at 15.00 hrs on the same day i.e, next working day.

1.3.5 **Address for Communication:** Interested Bidders may obtain further information from the address given below.

Chief Project Manager, DFCCIL, 117/180, H-2 block, Pandu Nagar Kanpur 208025

E mail cpmcb2011@gmail.com

2. Tender opening

On the date specified in the tender notice, the envelopes of all tenderers will be opened in the presence of bidders/ representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.

3. GENERAL

3.1 Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.

3.2 No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.

4. Validity of the Bid

The bidders shall keep their offer open for a minimum period of **30 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.

5. TENDERING PROCEDURE

5.1 Eligibility Criteria :- The tenderer should fulfill following criteria with Govt./Semi Govt Organization :

1. As a proof of Technical experience / competence , the tenderer should have Physically completed successfully at least one similar work * for a minimum value of 35 % of advertised tender value, in last three financial year up to the date of opening of tender>(* Similar works means Civil Engg. Building Works)
2. The Tenderer should have received total contract amount during last three financial year and up to date of opening in the current year as per latest audited books of account of a minimum value of 150% of advertised cost of work. A certificate from Chartered Accountant needs to be submitted for this purpose

6. 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.

7. 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.**

8. Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.

9. 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 Bidder.

Thanking you,

Yours faithfully,

**Chief Project Manager
Dedicated Freight Corridor Corporation of Indian Ltd.
Kanpur**

1 Pre-qualification criteria for Tenderer

- i) The agencies should have EPF code, ESI registration no., PAN, Service tax registration and registration under all the applicable labour laws and should submit copy of the same.
- ii) Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any Stage.
- iii) The agency should submit minimum two satisfactory performance reports from Govt./PSUs/Autonomous bodies during the last three years.
- iv) For further details refer para 3.7 , 3.8 and 3.9 of **section 2 Instruction to Bidders.**

2. DETAILS OF BID DOCUMENT

- 2.1 **Bidding documents:** The Bidders may collect the bid document from the address mentioned below from 05-05-2012 to 06-06-2012 between 10.00 to 17.00 hrs on all working days .
- 2.2 **Bids must be accompanied by an earnest Money of Rs. 35995/-** by a crossed Demand Draft /Fixed Deposit Receipt / Bankers Cheque issued by any Nationalized / Schedule Bank at Kanpur drawn in favour of **Dedicated Freight Corridor Corporation of India Ltd.** and shall have to be valid for 30 days beyond the validity of the offer .**Bids received without earnest money shall be summarily rejected.**
- 2.3 **Submission of bids:**
 - 2.3.1 **Date and time for submission of offer:- up to 14.00 hrs on 07-06-2012**
 - 2.3.2 **Venue for submission of bids:- DFCCIL; 117/H2/180, Pandu Nagar Kanpur 208025**
 - 2.3.3 **Time for opening of offer: - 15.00 hrs on 07-06-2012**
 - 2.3.4 If the date of opening is declared as holiday then the tender shall be accepted upto 14.00 hrs of the next working day and the same will be opened at 15.00 hrs on the same day i.e, next working day.
 - 2.3.5 **Address for Communication:** Interested Bidders may obtain further information from the address given below.
Chief Project Manager, DFCCIL, 117/H2/180, Pandu Nagar Kanpur 208025
E mail-cpmcnb2011@gmail.com

3. Tender opening

On the date specified in the tender notice, the envelopes of all tenderers will be opened in the presence of bidders/ representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.

4. GENERAL

- 4.1 Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.
- 4.2 No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.
- 4.3) The agencies will be awarded initially work for Three Month.
- 4.4) DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

5. 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.

6. TENDERING PROCEDURE

6.1 Procedure for Submission of Bid

This is a Single envelope two packet system of open tender. Consultants are requested to submit a proposal in the language as specified in the Data Sheet in two parts in two separate envelopes/packets and put together in one single outer envelope/packet. The two packets shall be:

Packet 1: Technical Proposal and

Packet 2: Financial Proposal

Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bids should be submitted in one envelope super scribed as follows:

Tender No.
Name of work
Date & Time of opening of tender
Name & Address of tenderer

6.2 Envelope should contain following documents

- i) Forwarding Letter given in the Bid document.
- ii) Earnest Money Deposit in the approved form as per para 2.2 above.
- iii) Power of Attorney of authorized person who signed the tender
- iv) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Company
- v) This document duly signed on all pages including the Financial Offer in separate sealed envelope.

7. Time Schedule

The Agency will be awarded initially work for Six month.

8. Rate:- The contractor / bidder must quote a flat single percentage above or below or at par amount for the tender as given in the tender schedule. Annexure –I will form **“FINANCIAL BID”** which will be put inside **SEALED** envelop super scribed as **“FINANCIAL PROPOSAL” ‘DO NOT OPEN AT TIME OF OPENING OF TECHNICAL BID’**

9. Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.

10. 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 Bidder.

Keeping in view of the above, The Manpower Service Provider may send a bid in the prescribed format.

Thanking you,

Yours faithfully,

CPM/CNB
For and on behalf of DFCCIL

SECTION 2: INSTRUCTIONS TO Bidders

1 INTRODUCTION

Definitions

- (a) "Client" means Dedicated Freight Corridor Corporation of India Limited.
- (b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the Government of India.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides the interested Consultants with all information needed to prepare their Proposals.
- (h) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;

"Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "RFP" means the Request For Proposal prepared by the Client for the selection of Consultants,.
- (l) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (m) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (n) "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

- 1.1 The Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the project site before submitting the Proposal.
- 1.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Consultant.
- 1.3 Consultants shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.4 The Client requires that Consultants provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 1.5 A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.
- 1.6 It is the DFCC's policy that the Consultants under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:
 - (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

1.7 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.

2.0 **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 Bidder till the realization of full amount of security deposit as per contract. (10% of the first Rs. 1 Lakhs, 7 ½% of the next Rs. 1 Lakhs and 5% of the balance subject to the maximum of Rs. 10 Lakhs. The amount over and above Rs. 3 Lakhs, to be covered from the progressive bills of the contractors at the rate of 10% till it reaches the required value.)

3.0 **Preparation of proposal**

3.1 A firm shall submit only one offer against the bid. In case, a firm submits more than one bid, such a firm will be disqualified.

3.2 The proposal should include a covering letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangement and certify that each associated firm performs its designated tasks under the assignment if the lead firm is awarded the contract.

3.3 Tenderer are requested to submit a proposal in ENGLISH language in two parts in two separate envelopes/packets and put together in one single outer envelope/packet. The two packets shall be:

Packet 1: Technical Proposal and

Packet 2: Financial Proposal

Packet 1: Technical Proposal

3.4 In preparing the Technical Proposal, Tenderer are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer and will result in rejection of the proposal submitted by the Consultant.

3.5 While preparing the Technical Proposal, Tenderer must give particular attention to the following:

- (i) **Bid Security (i.e. Earnest Money):** - Bids must be accompanied by a Bid Security of requisite amount as detailed in IFB in the form of crossed Demand Draft / Fixed Deposit Receipt / Banker's Cheque issued by any Nationalized / Scheduled Bank payable at Kanpur in favour of Dedicated Freight Corridor Corporation of India Ltd., and shall be valid for a period as specified in IFB. **Bids received without Bid Security shall be summarily rejected.**
- ii) Tenderer shall have to give an affidavit that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. If any stage till the stage of finalization it comes to the knowledge of tender committee nominated by DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected even if that firm is lowest. In that case next higher bidder will be considered.

3.6 The packet containing **TECHNICAL PROPOSAL** shall be opened first and evaluation based on the eligibility criteria as given in ITB document. **FINANCIAL PROPOSAL** (Packet 2) of only those firms will be opened which will be found eligible by tender committee constituted by DFCCIL. Non submission of any requisite paper will deprive bidder from eligibility. Generally there will be no clarification sought from bidding firms. However DFCCIL reserves the right to seek clarification if felt necessary. Firms are requested to submit all the documents in connection with eligibility in Technical envelope. Those firms qualifying after eligible after technical scrutiny will be informed of the date, time and venue of opening of financial bid. Financial bid will not be opened of those bidders found ineligible after technical scrutiny. The final selection of the consultant would be based on the Cost Basis of those firms found eligible after technical scrutiny. The lowest bidder among those found eligible after technical proposal scrutiny will be awardee with the work.

3.7 **ELIGIBILITY CRITERIA FOR Tenderer: -**

- (i) The tenderers are required to submit Revenue/Banker's Solvency certificate of 10% of advertised tender value of work .
- (ii) The tenderer should have COMPLETED AT LEAST ONE similar single work for a minimum value of 35% of advertised tender value of work in the last three financial years (i.e. current year and three previous financial years. (date of start of work may not fall in this period.)
- iii) Firm should submit requisite paper from agency which had deployed firm and certificate of satisfactory completion of work. Failing to produce such paper will summarily call for disqualification for the bidder.
- iv) **Important :** Tenderer shall have to give an affidavit that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. If any stage till the stage of finalization it comes to the knowledge of tender committee nominated by DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected even if that firm is lowest. In that case next higher bidder will be considered.

- v) Failure to fulfill any of the criteria as indicated in 3.7 and 3.8 will call for summarily rejection of bid.
- vi) The agencies should have registration under all the applicable labour laws and should submit copy of the same.
- vii) Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any Stage.
- viii) The agency should submit minimum two satisfactory performance reports from Govt./PSUs/Autonomous bodies during the last three years.
- ix) The Agencies desiring to submit response to this tender must have completed similar type of Civil work in last three years- to PSUs, Government Organization ,Autonomous bodies, etc. during the last three years.
- X) The Agency should have a minimum turnover of Rs. 150 % of advertised value of work in the preceding three years in the particular field. Audited financial statement for last three years should be submitted along with the bid document.

3.8 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive and rejected.

3.9 The technical packet :-should essentially contain

- a) An affidavit having declaration that no work on account of Firm's failure has been cancelled by any organization during last three years from the date to be reckoned from date of opening of tender.
- b) Completion papers of any single work of 35% value of advertised value of work duly certified by concerned department.
- c) Requisite papers showing payment certificate from the tenderer duly issued by the Officer of concerned Government. It should be a minimum of 150% of advertised tender value of work
- d) Forwarding Letter given in the Bid document.
- f) Power of Attorney of authorized person who signed the tender document.
- g) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Company.
- h) This document duly signed on all pages.
- i) Earnest Money Deposit
- j) Information as mentioned in para 1(v) of section 1.

Packet 2: Financial Proposal

3.10 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms.

3.11 No taxes in any other form shall be reimbursable.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

- 4.2 An authorized representative of the firm shall initials all pages of the Proposal. The representative's authorization in *original/notarized* is confirmed by a written Power of Attorney accompanying the Proposal.
- 4.3 Tenderer shall submit one "Original" proposal only. The envelope must be clearly marked **"DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCC'S REPRESENTATIVES"**
- 4.4 **The outer sealed envelope shall include two separate sealed envelopes, each clearly marked as "Packet 1: Technical Proposal" and "Packet 2: Financial Proposal"**
- 4.5 The two parts of the Proposal (Packet 1: Technical Proposal and Packet 2: Financial Proposal) must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents) with all pages numbered serially, along with an index of submission. Spiral bound form, loose form, etc. will be not accepted. All figures quoted in the financial proposal should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, DFCC may reject the proposal. **All figures quoted in the financial proposal should be covered with a transparent adhesive tape.**
- 4.6 Your completed proposal must be delivered at the Submission address mentioned in the document on or before the time and date stated in the section1. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

5. PROPOSAL EVALUATION

General

- 5.1 A two stage procedure shall be adopted in evaluating the proposals: (i) Technical Evaluation, firms Meeting eligibility criteria as mentioned in Para 3.7 will be eligible for financial evaluation. Technical suitability will be examined by a tender committee constituted by DFCCIL.

Technical Proposal

- 5.2 The Evaluation Committee appointed by DFCC shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the **evaluation criteria**.
- 5.3 The technical proposal of the bidders will be assessed based on the information submitted by them. However, DFCC reserves the right to seek clarification from the bidders, if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the bidder will be required to submit clarification in the stipulated time period. The clarification

received within stipulated time period will be taken into consideration for evaluation of the technical proposal.

Firms having found meeting all criteria in Technical proposal shall only be considered for financial offer. Lowest bidder shall be considered for award among those firms which have qualified for technical proposal.

Financial Proposals

- 5.4 After the evaluation of the technical proposal is completed, the Client may notify those consultants who have been found eligible by tender committee as per eligibility criteria. Client shall notify the date set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail. Financial bid of firms found ineligible by tender committee will not be opened.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the Tenderer's representatives who choose to attend. The name of the Tenderer, **the proposed prices** shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening. Tenderer must cover their quoted unit rates with transparent adhesive tape for evaluation of their proposal.
- 5.6 Lowest eligible bidder shall be awarded the work.

6.0 Negotiations

- 6.1 The aim of negotiations is to reach agreement on all points, an initial a draft contract by the conclusion of negotiations.
- 6.2 Negotiations will be held at the date and address indicated subsequently through net/telephone. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

7. Award of Contract

- 7.1 The DFCC will issue a letter of award to the successful Tenderer after the negotiations have been completed and all terms and conditions have been settled between client and the successful Tenderer.
- 7.2 Within 7 days from the date of issue of the letter of award, the successful Tenderer will be required to (i) execute the Contract Agreement as per General Conditions of Contract (**section 3**) and Special Conditions of Contract (**section 4**).
- 7.3 The successful firm / consultant with whom the contract is signed shall commence the assignment within 7 days from the date of issue of acceptance letter.

8. Confidentiality

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process.

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 Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- c) The expression "Department" as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- d) 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, 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.
- e) The "Contractor/ Bidder" 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.
- f) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- g) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award.

- h) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- i) A “month” shall mean a calendar month.
- j) A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

2. SECURITY DEPOSIT :-

The security deposit shall be returned to the agency without any interest when the agency ceases to be under any obligations under the work i.e. after completion of defect liability period i.e after 120 days of the satisfactory completion of the work.

3. Terms and Conditions:-

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.

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:
Any force majeure event referred to in Clause 20.0 or
Any relevant order of court or
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: -
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.
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 shall 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

l) 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).

- 14.2 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

- 15.1 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.
- 15.2 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/DFCCIL 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

- 17.1 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.
- 17.2 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. 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.

19 SETTLEMENT OF DISPUTES

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

19.1 Mutual Settlement

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

19.2 Conciliation/Arbitration

19.2.1 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.

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

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

19.2.4 In case, the Bidder 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 Bidder 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.

19.2.5 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.

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

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

19.2.8 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 Bidder.

19.3 Settlement through Court

It is a term of this contract that the Bidder 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.

19.4 Suspension of work

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

19.5 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.

19.6 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.

19.7 **Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be Kanpur only.

SECTION 4

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of work: - Work of Fixing Boundary Stone Pillars on Proposed Boundary marking, including excavation & (White Wash/Distempring), painting and writing NC Railway/DFCCIL (As per the approval of Engineer in charge) Supplying ,shifting and Fixing of Boundary Stone Pillars on proposed Boundary Marking including loading, leading & unloading. Which may involve Truck/Tractor for placement of Boundary Stone Pillars loading up to leading point then shifted/Transporting to nominated place with all labour & machineries, such as Truck/ tractor etc. (No extra payment will be made for loading, leading and unloading of Boundary Stone Pillars) and Cement concrete cast in Situ(1:3:6) with all contractor Tools and Plant`s labour and materials. (Km 991.00 to Km 1170.00).Kanpur to Jaswant Nagar

1. INTRODUCTION:-

Dedicated Freight Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking construction of Eastern & Western corridors and has its corporate office at New Delhi and Field Units at various cities.

2. Detailed Scope of Work

The scope of work under this tender includes –

- 2.1 Fixing of Boundary Stone on proposed boundary for demarcation of proposed IR/DFCCIL boundary for land acquisition under CPM/CNB's jurisdiction between (km 991.00 To Km1170.00). Kanpur to Jaswant Nagar
- 2.2 Fixing Boundary Stone on Proposed Boundary marking, including excavation & (White Wash/Distempring), painting and writing NC Railway/DFCCIL (As per the approval of Engineer in charge).
- 2.3 Supplying , Transport & shifting of Stone on proposed Boundary Marking including loading, leading & unloading.Which may involve road Truck /Tractor etc., for placement of Stone first by Manual/Tractor/Truck, loading up to leading point then shifted/Transportation to nominated place with all labour & machineries, such as Truck/ tractor etc.
- 2.4 Excavation of Land pits {600x600x450}mm and fixing of Boundary stone with the help of Nominal Concrete mix (1:3:6) and proper Curing for strengthening
- 2.5 Size of Stone Pillar Should be as per Annex.IV CPM/CNB/Drawing no 1, Attached along with bid documents
- 2.6 The concrete foundation shall be whitewashed on visible portion above Ground Level

3. 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.

4.0 Rates

- 4.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 4.2 All statutory taxes and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.

5. PAYMENT SCHEDULE

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.

5.1 On Account Payment

- a. The Bidder/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 Bidder/Contractor has executed in terms of the Contract.
- b. The Bidder/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 and certification by the Engineer payment of the certified amount shall be made as far as possible by the Employer within 15 days but not later than 60 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Bidder/Contractor.
- 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 Bidder/Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the bidder within 7 days, failing which he shall have to pay interest @ 10% per annum with monthly rest till the said extra amount is paid back by him..

Section 5

FINANCIAL-PROPOSAL
(To be kept in separate sealed envelop)
Schedule of Quantities(Schedule-I)

Annexure-I

Name of work : "Work of Boundary Sleeper Fixing on proposed boundary for land acquisition under CPM/CNB's jurisdiction in Kanpur Detour and in Slice 101 {(Km 991.00 to Km 1170.00).Kanpur to Jaswant Nagar}"

Sr. No.	Description of item	Unit	Rate	Qty.	Amount Rs.
1	Supplying ,shifting and Fixing of Boundary Stone Pillars on proposed Boundary Marking, including excavation , concreting & (White Wash/Distempring), painting and writing NC Railway/DFCCIL (As per the approval of Engineer in charge) including loading, leading & unloading. Which may involve Truck/Tractor for placement of Boundary Stone Pillars loading up to leading point then shifted/Transporting to nominated place with all labour & machineries, such as Truck/ tractor etc. (No extra payment will be made for loading, leading and unloading of Boundary Stone Pillars) and Cement concrete cast in Situ(1:3:6) with all contractor Tools and Plant`s labour and materials (Km 991.00 to Km 1170.00).Kanpur to Jaswant Nagar	Each	580	3103	1799740.00
Total					1799740.00

% Above/Below/At par should be entered by the Bidder/Tenderer in Figures and Words

in figures ----- Above/At par/ or below

In words ----- Above/At par/ or below

NOTE -

- i) The Bidder/tenderer is required to quote the overall single percentage rate above/at par/or below.
- ii) The Bider/tenderer quoting the rates for individual items will be disqualified.
- iii) The Bidder/tenderer is required to quote the rate in both words and figures. In case of discrepancy, rate quoted in words shall prevail.

(Seal & Signature of Bidder)

ANNEXURE – II

BIDDER'S GENERAL INFORMATION

1-1 Bidder's 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 PF / EPF Registration No.:

1-10 Service Tax No.:

1-11 Pan No.:

1-12 Bank A/C No with Bank code for electronic clearance of the payment.:

(Seal & Signature of Bidder)

ANNEXURE – III

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

DFCCIL

Name & Address of Project.

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

WHEREAS _____ [name and address of Bidder] (hereinafter called “the Bidder”) 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 Bidder 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 Bidder such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, 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 Bidder 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 Bidder 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

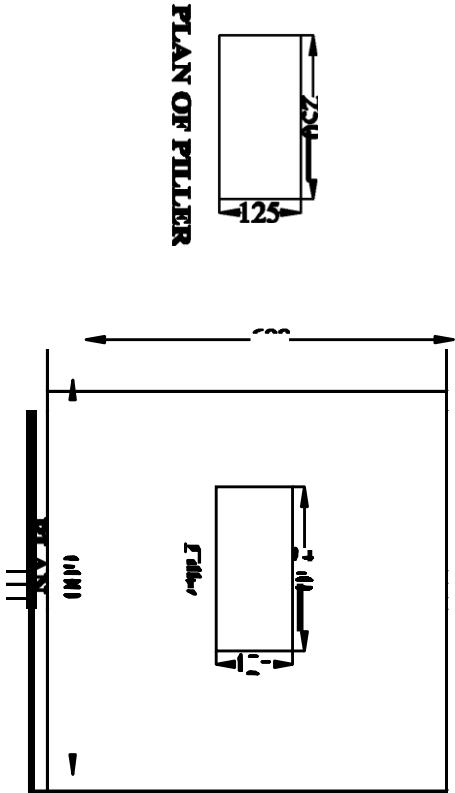
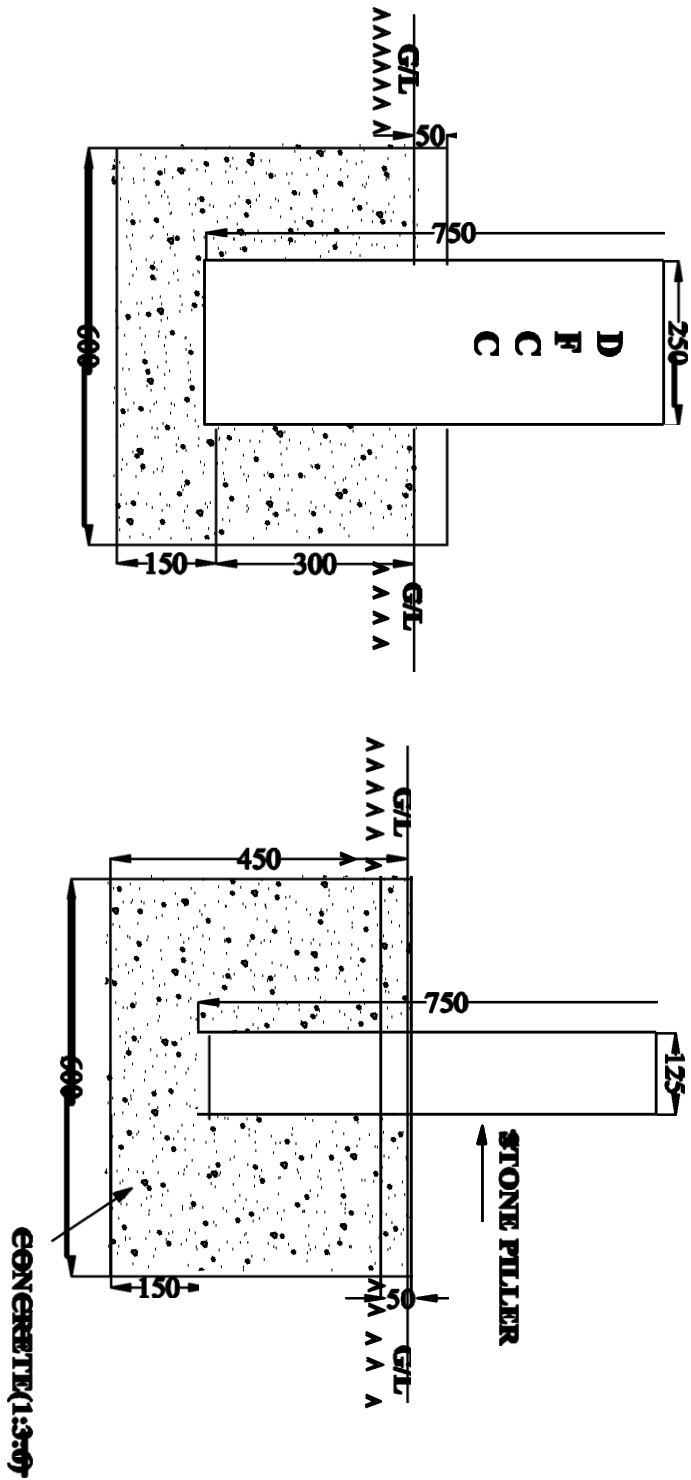
Name of Bank: _____

Address: _____

Date: _____

DETAILS OF LAND BOUNDARY STONE POST

ANNEX IV
CFM/CNB/DRG-01



1. Size of boundary stone pillar – (750X250X125)MM
2. Size of Foundation – (600X600X450)MM

NOTE:

1. Boundary pillar will be embedded 300mm in concrete.
2. Concrete will be projected 50mm above ground level.
3. JJC to be written on both sides of boundary pillar by red paint. Letter width should not be less than 50mm. (As per attached drawing)

