



Dedicated Freight Corridor Corporation of India Ltd.

Name of Work: - Invitation of Open Tenders for - Providing assistance for the acquisition of land from the stage of Sec.20A onwards up to transfer of title in favour of DFCCIL/Rlys. Including assisting Competent Authority (CA) in publishing of notifications, helping CA in preparation/ publication of 20E, joint-measurement of land, area calculation JM- Sheets, filing proposals for Govt. land, collection of sale deeds, valuation of land/structures, preparation & distribution of award, possession of land etc. with close liaison/interaction with District & State Revenue Authorities in Koderma, Nawada and Gaya districts of Jharkhand and Bihar for construction of Dedicated Freight Corridor from Dasarah (Km 364.313) to Paharpur (Km 437.30)+

TenderNo.KKK/EN/Tender/12-13/07

Open Tender

BID DOCUMENT

**Dedicated Freight Corridor Corporation of India Limited
(A PSU under Ministry of Railways)**

18/N, Block A, New Alipore, Kolkata - 700053
(Telefax: 033-23973937)

TenderNo.KKK/EN/Tender/12-13/07

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**Dedicated Freight Corridor Corporation of India Limited
(A PSU under Ministry of Railways)**

Dedicated Freight Corridor Corporation of India
Ltd.

18/N, Block A, New Alipore, Kolkata - 700053

To,

Chief Project Manager
Dedicated Freight Corridor Corporation of India
Ltd. (A PSU under Ministry of Railways)
18/N, Block A, New Alipore,
Kolkata - 700053

Ref: **TenderNoKKK/EN/Tender/12-13/07**

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.72,875/-** 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 Tenderers

Contractor's Address

Signature of Witness

Section 1.
Invitation for Bids (IFB)

Dear Sir,

1.0 Chief Project Manager, DFCCIL, Kolkata for and on behalf of DFCCIL invites Open Tender for undertaking the work of:-

Providing assistance for the acquisition of land from the stage of Sec.20A onwards up to transfer of title in favour of DFCCIL/Rlys. Including assisting Competent Authority (CA) in publishing of notifications, helping CA in preparation/publication of 20E, joint-measurement of land, area calculation JM- Sheets, filing proposals for Govt. land, collection of sale deeds, valuation of land/structures, preparation & distribution of award, possession of land etc. with close liaison/interaction with District & State Revenue Authorities in Koderma, Nawada and Gaya districts of Jharkhand and Bihar for construction of Dedicated Freight Corridor from Dasarah (Km 364.313) to Paharpur (Km 437.30)+

Scope of work under this tender includes:-

- (a) To co-ordinate between Competent Authority/DFCC/Revenue and Forest Authorities at District and State level for ensuring time bound acquisition of land as per the Act and smooth transfer of land in favour of DFCC/railways.
- (b) To deliver the notices at each stage of notification at the required places and notices to be served to the affected title holders.
- (c) Making the proposals in the prescribed formats for acquisition of Govt. Land.
- (d) Assisting CA in preparation of various notifications/ notices under various sections of The Railways (Amendment) Act 2008+ for their publication/ serving to concerned parties/ owners/ beneficiaries.
- (e) After publications of various notification(s), declaration of the same to all the owners/ beneficiaries/ interested parties of land by distribution of notices to individual owners/ beneficiaries, affixing at notice board of every village office, Panchayat Office, Talatis office etc and making arrangement for awareness by way of loud speaker/ munadi etc. and for invitation of objections from affected parties, if applicable, under the act.
- (f) Manufacturing/ Supplying and fixing of land boundary pillars with marking as per provision of **Indian Railway Works Manual** for demarcation of land boundary & maintaining the same till final taking over of land by DFCCIL/Railway.
- (g) Collection of copy of sale deed /sale records for the last 03 years and the rate list from Sub-registry offices of each district for preparation of compensation package.

- (h) Arranging Joint Measurement with Revenue Staff, land owner and DFCCIL/Railway officials for preparation of JM sheets, Area Calculation, and providing assistance to CA for preparation of award notification, working out compensation package etc.
- (i) Identification of land holder reducing to status of landless/small/marginal farmer as a result of land acquisition to work out resettlement/rehabilitation package under relevant section of the Railways (Amendment) Act 2008+.
- (j) Survey and valuation of affected structures and other value addition like permanent building and trees, damage to standing crops etc. and valuation of buildings by Government approved valuers.
- (k) Assisting CA in preparation of compensation award in favour of affected parties/beneficiaries including rehabilitation/resettlement package in favour of eligible beneficiaries.
- (l) Distribution of compensation . Assisting CA in arranging opening of bank account of affected parties in the nearby schedule/ regional rural bank, deposition of cheque in the bank and furnishing the acknowledgment of the same for the record. The item also includes serving notices for award distribution to beneficiaries, affixing the notice at notice board of every village office, Panchayat Office, Talatis office etc. and making arrangement for awareness by way of loud speaker/munadi etc, organizing camps for disbursement of compensation of scheduled date by making suitable arrangement for tents, transportation for Revenue and DFCCIL authorities, typing, videography and photography etc.
- (m) Assisting CA in making proposals for transfer/acquisition of Government land, submission of the proposal to concerned authorities, follow up with Tehsildars, forest officials & State Govt. etc.
- (n) Assisting the CA in preparation and distribution of notices to land holders/owner of land under relevant section of the the Railways (Amendment) Act 2008+for handing over of the possession of the land to DFCCIL/ Railway.
- (o) Assisting the CA in organizing the physical handing over of possession of land from landowner to nominated DFCCIL/ Railway officials in presence of concerned revenue officials along with verification of total area being taken over vis a vis total area for which compensation has been made by re- ascertaining the locations of land boundary pillars and duly making the same on the land plans indicating handing/ taking over of land jointly signed by all concerned.
- (p) Making necessary arrangements for transferring the land title in favour of DFCCIL/ Indian Railways with all legal formalities like purchase of stamp papers, typing work involved, attending the Revenue Department, for necessary stamping and registration thereof etc.
- (q) To prepare monthly progress Report of Land Acquisition.

2.0 DETAILS OF BID DOCUMENT

- 2.1 Bidding documents:** Cost of the bid document is Rs. 3,000/- (Rs. Three thousand only) (Rs.3,500/-, if required by post). Bidders should enclose a demand draft/Bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank of India in favour of Dedicated Freight Corridor Corporation of India Ltd. , payable at New Delhi amounting to Rupees 3,000/- towards the cost of Bid document. Interested bidders may collect the bidding documents from the address given in para 3.2 below during office working hours between 04.11.2012 to 19.11.2012 by paying the cost of the bid document i.e. Rs 3,000(Rs.3,500/-, if required by post)..
- 2.2** Bid document can be down loaded from the website **www.dfccil.org** or **www.dfcc.in**. Bidders submitting their offers on the bid document downloaded from the internet should enclose a demand draft/bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank, in favour of Dedicated Freight Corporation of India Limited, payable at New Delhi amounting to Rs. 3,000 towards the cost of the bid document along with the offer, failing which their tender shall be summarily rejected. **Tenderer should submit separate demand draft/bankers cheque of Rs. 3,000 for the cost of bid document.**
- 2.3** Bids must be accompanied by a **Earnest money deposit of Rs.72,875/-** 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 Dedicated Freight Corporation of India Limited, Payable at New Delhi. Bids received without earnest money shall be summarily rejected. Tenderer should submit separate demand draft/bankers cheque for cost of bid document and for bid security deposit.
- 1.4** Eligible Bidders: A Bidder may be a person, private entity or public sector Undertaking. In case of single entity the bidder must submit Power of Attorney authorizing the signatory of the Bid to commit the bidder.
- 3.0 Submission of bids:**
- 3.1 Date and time:- upto 1400Hrs.on 20.11.2012**
- 3.2 Venue :-** O/o Chief project Manager, Dedicated Freight Corridor Corporation of India Limited (A PSU under Ministry of Railways), 18/N, Block A, New Alipore, Kolkata - 700053 (Ph. & Fax No. 033-23973937)
- 3.3 Time for opening of offer: - 1500 Hrs.on 20.11.2012.** 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.

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

Chief Project Manager,
Dedicated Freight Corridor Corporation of India Limited,
(A PSU under Ministry of Railways),
18/N, Block A, New Alipore, Kolkata - 700053

4.0 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 Validity of the Bid

The bidders shall keep their offer open for a minimum period of **90days** 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.

5.0 TENDERING PROCEDURE

5.1 Procedure for Submission of Bid

This is a single stage one packet system of tendering

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. The price bid should be filled in the Schedule of Quantities of the bid document.

On the outer envelope should contain 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

5.2 Envelope / Packet should contain following documents

- i) Forwarding Letter given in the Bid document.
- ii) DD or Bankers Cheque towards the cost of Blank tender document in case of bid document downloaded from internet.

- iii) Bid Security Deposit in the approved form as per para 2.3 above.

- iv) Power of Attorney of authorized person who signed the bid.
- v) Document in support of minimum eligibility criteria
- vi) General Information of the bidders in Annexure **T-1**.
- vii) A list of works completed in last three years i.e., Current year and the last three financial years in Annexure **T-2**
- viii) A list of similar work in hand in the format as in Annexure **T-3**
- ix) A List of Plant and Machinery in the format as in Annexure **T-4**
- x) A List of Computers & Software in the format as in Annexure **T-5**
- xi) List of Key Personnel in the format as in Annexure **T-6**
- xii) The audited balance sheet & profit and loss account for the previous three years certified by C.A.
- xiii) Notarized Documents in support of information submitted.
- xiv) The price bid in the schedule of quantities.

5.3 Bid Opening

The Employer shall conduct the opening of bids in the presence of Bidders representatives who choose to attend, at the address, date and time specified in the BIDS.

- 5.4** All envelopes holding the bids shall be opened one at a time, and the following read out and recorded:
- “ the name of the Bidder;
 - “ the presence of a Bid Security; and
 - “ any other details as the Employer may consider appropriate

- 5.5** Late and delayed tender will be summarily rejected.

- 5.6** The Employer shall prepare a record of the opening of bids that shall include: the name of the Bidder, the financial offer and the presence or absence of a Bid Security. The Bidders representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

6.0 Time Schedule

The total time for completion of work shall be of 30 (thirty) months from date of issue of Letter of acceptance.

- 7.0 Rate:-** The contractor / bidder must quote a flat single percentage above or below or at par of the total assessed cost mentioned in Section 6 for the tender as given in the tender schedule. **This percentage shall be applicable on each item of the schedule in consideration, uniformly.**

- 8.0** Tenderers are requested to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.

- 9.0 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.

10 Minimum eligibility criteria for the work is an under:

10.1 Technical Criteria.

The bidder/firm should have experience in similar nature of work and should have completed at least one similar single work up to the date of opening of tender amounting to minimum of **35% of the advertised Tender Value of the work** i.e. approximately **Rs.12,75,312.50** in the current financial year (2012-13) and three previous financial years (i.e. 2011-2012, 2010-2011, 2009-2010).

Similar nature of work shall mean “work involving survey/documentation in connection with land acquisition for railway/major infrastructure projects”.

10.2 The **total contract amount** received by the bidder during the last three financial years (i.e. 2011-2012, 2010-2011, 2009-2010) and in the current financial year i.e. in 2012-2013 (payments received upto the date of opening of tender) should be minimum of **150% of advertised tender value of the work** i.e. approximately **Rs.54,65,625/-**.

Bidder is required to submit certificate to this effect which may be an attested certificate from employer / client, audited balance sheet duly certified by Chartered Accountant.

10.3 The bidders must submit the list of similar works completed in the current and last three financial years giving description of work, organization for whom executed, approximate value of the contract at the time of award, date of award, date of scheduled completion of work, date of actual completion of the work and final value of the contract.

10.4 Tenderer must submit the documents/certificates in support of information submitted against Para 10.1, 10.2, and 10.3 failing which his/their offer may be rejected without any correspondence with the tenderers at the sole discretion of DFCCIL. All the documents/certificates of the completed works should be from Government/SemiGovernment/PSU/Govt autonomous bodies/Public limited company (Govt Sector).

The certificates from private limited company/ private individuals/public limited company (private sector) for whom such works are executed/being executed shall not be accepted.

- 10.5** The bidder should submit list of plants and machinery available in hand and proposed to be inducted (own and hired to be given separately) for the subject work.
- 10.6** The bidder should submit list of field and laboratory equipments available with them along with make and year of purchase.
- 10.7** The bidder should submit list and bio-data of proposed key personnel to be deployed for this work.

11 Joint Venture

11.1 Instruction for submitting the Tenders as Joint Venture Firms (Not Applicable if tender value is Rs. 25 core of less.)

11.2 If may specifically be noted that participation in the tender by joint venture firms is not permitted if tender value is Rs. 25. Corer or less. For tender value more then Rs. 25 corer, **MOU should be submitted as per annexure-‘C’ along with Tender document for joint venture firms.**

11.3 Separate identity/name shall be given to the joint venture firms.

11.4 Number of members in a JV firm shall not be more than three if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five if the work involves more than one department.

11.5 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.

11.6 **The tender from shall be purchased and submitted only in the name of the JV firm and not in the name of any constituent member.**

11.7 Normally EMD shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases EMD in the name of lead member can be accepted subject to submission of specific request letter from lead member stating the reasons for not submitting the EMD in the name of JV Firm and giving written confirmation from the JV members to the effect that the EMD submitted by the lead member may be deemed as EMD submitted by JV Firm.

11.8 One of the member of the JV Firm shall be its **Lead Member** who shall have a majority (at least 51%) share of interest in the JV Firm and also , must have satisfactorily completed in the last three previous financial year and the current financial year up to the date of opening of the tender, one similar signal work for a minimum value of 35% of advertised tender value. The other members shall have a share of not less than 20% each in case of JV Firms with up to three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign members(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.

- 11.9 A copy of Memorandum of Understanding (MOU) Executed by the JV members shall be submitted by the JV Firm along with the tender. The completed details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. (The MOU format for this purpose is enclosed in annexure-C along with the tender document).

Note:- Any offer of joint venture firm received without MOU as per above format will not be considered

- 11.10 Once the tender is submitted, the MOU shall not be modified/alterd/terminated during the validity of the tender. In case the tender fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 11.11 Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (DFCCIL). The constitution of JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- 11.12 Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 11.13 On award of contract to a JV Firm, a signal performance Guarantee shall be submitted, by the JV Firm as per tender conditions. All the Guarantees like performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the member of the JV Firm shall be permitted.
- 11.14 On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registered /Sub- Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV firm to the DFCCIL before signing the contract agreement for the work. In case the tender fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal action due shall be taken against partners of the JV. This joint Venture Agreement shall have, inter- alia, following clauses:

- 11.14.1 **Joint and several liability-** Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the railways during the course of execution of the contract or due non-execution of the contract or part thereof.
- 11.14.2 **Duration of the Joint Venture Agreement –** It shall be valid during the entire currency of the contract including the period of execution, if any and the maintenance period after the work is completed.
- 11.14.3 **Governing Laws-** The joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 11.15 **Authorized Member-** Joint venture member shall authorize one of the members on behalf of the joint venture Firm to deal with the tender, sign the agreement or enter into contract in sing measurement books and similar such action in respect of the said tender/contract. All notice/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.
- 11.16 No member of the joint venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other member and that of the employer (Railway) in respect of the said tender/ contract.
- 11.17 Document to be enclosed by the JV Firm along with the tender:
- 11.17.1 In case one or more of the member of the JV firm is/ are partnership firms(s) following document shall be submitted:
- a) Notary certified copy of the partnership Deed,
 - b) Consent of all the partners to enter into the joint venture Agreement on a stamp paper of appropriate value (in original).
 - c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- 11.17.2 In case one or more members is/are Proprietary firms or HUF, the following document shall be enclosed:
- Affidavit on stamp paper of appropriate value declaring that his/her Concern is a proprietary concern and he/she is sole proprietor of the concern OR he/she is in position of %ARTA+ of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
- 11.17.3 In case one or more members is/are limited companies, the following documents shall be submitted:

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.

- (a) Notary certified copy of resolutions of the Directors of the company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the company sign JV Agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/ or do any other act on behalf of the company.
- (b) Copy of Memorandum and articles of Association of the Company.
- (c) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to/do act mentioned in the para (a) above.

11.17.4 %All the Members of the JV shall certify that are not black listed or debarred by Railways or any other Ministry / Department of the Govt. of India/ State Govt. from participation in tenders/ contract on the date of opening of bids either in their individual capacity as members of the JV or JV Firm in which they were /are members.

11.18 **Credentials & Qualifying criteria:**

Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfilment of the following criteria:

11.18.1 Technical eligibility criteria (as mentioned hereunder):

- (a) Either the JV firm or Lead Member of the JV Firm must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single work for a minimum of 35% of advertised value of the tender.

OR

- (b) (i) In case of composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. And in the case of major bridges . substructure, superstructure etc.) for each component, at least 35% of the value of any of such components individually for single similar nature of work should have been satisfactorily completed by the JV Firm or by any member of the JV Firm in the previous three financial years and the current financial year upto the date of opening of tender. The member satisfying technical eligibility criteria for the largest component of the work shall be the Lead Member and that Member shall have a majority (at least 51%) share of interest in the JV Firm.

(ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. Any work or set of works shall be considered to be a separate component, only when cost of the component is more than Rs. 2 crore each.

(iii) However, as long as the JV Firm or any member of the JV Firm meets with the requirements, in one or more components of the work, and has completed a minimum of 35% of the advertised value of the tender for the same value of the component, and resultantly, all the members of the JV collectively, then meet the prescribed technical eligibility criteria, the JV shall stand technically qualified.

NOTE:

Value of a completed work done by a Member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

11.18.2 **Financial Eligibility Criteria:**

The contractual payments received by the JV Firm or the arithmetic sum of contractual payments received by all the members of JV Firm in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the estimated value of the work as mentioned in the tender.

NOTE:

Contractual payment received by a Member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender under consideration.

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.
11. **Security Deposit:-** The SD will be equal to **8%** of contract value. The earnest money of the successful bidder will be converted into initial SD. Balance SD, shall be deducted at the rate of **10%** from each of the running bill of the contractor till the realization of full amount of SD as per contract value.
12. **Price variation clause is not applicable for this contract**

Section 3

Bid Data Sheet

This section consists of provisions that are specific to the bid and supplement the information or requirements included in Section 1 & 2 . IFB & ITB.

- 1 Bid Number: **TenderNo. KKK/EN/Tender/12-13/07**
- 2 The Employer: **Dedicated Freight Corridor Corporation of India Ltd, NEW DELHI**
- 3 Name of work :
%Providing assistance for the acquisition of land from the stage of Sec.20A onwards up to transfer of title in favour of DFCCIL/Rlys. Including assisting Competent Authority (CA) in publishing of notifications, helping CA in preparation/ publication of 20E, joint-measurement of land, area calculation JM-Sheets, filing proposals for Govt. land, collection of sale deeds, valuation of land/structures, preparation & distribution of award, possession of land etc. with close liaison/interaction with District & State Revenue Authorities in Koderma, Nawada and Gaya districts of Jharkhand and Bihar for construction of Dedicated Freight Corridor from Dasarah (Km 364.313) to Paharpur (Km 437.30)".
- 4 The Bidder should submit along with the bid, a bid security of **Rs72,875 /-**
- 5 **TYPE of TENDER:** Open tender, One packet system.
- 6 The bid validity period shall be **90 (Ninety days)**.
- 7 **Date from which bid documents are available for sale / downloading :**
04.11.2012
- 8 **Date up to which clarification can be asked in writing: – 16.11.2012.**
- 9 **Date & time upto which bid documents are available for sale :**
Upto 16.00 hrs on 19.11.2012
- 10 **For the purposes of bid submission only, the Employer's address is:**
Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd.,18/N, Block A, New Alipore, Kolkata - 700027.

Time & Date of submission of Bid: **Upto 14.00 Hrs on 20.11.2012.**
- 11 **The bid opening shall take place at:**
Chief Project Manager Office, Dedicated Freight Corridor Corporation of India Ltd.,18/N, Block A, New Alipore, Kolkata - 700027
Time & Date of Opening of Bid : 15.00 Hrs. on 20.11.2012.
- 12 **Penalty Clauses : Detailed in Paras : 17 & 18 of GCC Section 4**
- 13 **Performance Guarantee : Not Applicable**
- 14 **Security Deposit : Detailed in Para 2 of GCC Section 4**

Section 4

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) %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+ 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 (otherwise 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, lightning 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

- 2.1 The security deposit will be equal to **8%** of the value of the contract. The Bid Security 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.
- 2.2 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 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.

4.0 ENGINEERS AND ENGINEER'S REPRESENTATIVES

a) Engineers or Engineer's Representative Duties and Authority will in principle comprise the following :

- i) Supervision of day to day work including quality and quantity.
 - ii) To hold site review meeting and review the Contractor's Programme of Work. iii) Approving contractor's design of enabling works.
 - iv) To inspect the record of Contractor's personnel and equipment
 - v) Certification, determination, instruction, opinion or evaluation of disputes
 - vi) Superintendence of work as directed by the Engineer from time to time till final Bill is paid, Defect Liability period is over.
 - vii) To instruct the Contractor to remove unsuitable personnel from site of work.
 - viii) To submit recommendations to the Employer with reference to proposals of additional work and/or variations after obtaining the details from the Contractor.
 - ix) To submit recommendations to the Employer with reference to request for extension of time received from the Contractor.
 - x) Certification of Contractor's Interim Payment and Final Payment applications.
- b) Any proposal, inspection, examination, testing, consent, approval or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility including responsibility for his errors, omissions and discrepancies.
- c) For the purpose of the instant bid engineers and engineer's representative shall be nominated by the DFCC officials.

5.0. EMPLOYER'S/ENGINEER'S INSPECTION OF WORK

- a) The Employer and the Engineer shall at all reasonable times have full access to all parts of the Site and be entitled to inspect, examine, measure and workmanship, and to check the progress of work.
- b) The Contractor shall give the Engineer full opportunity to carry out these activities including providing access, facilities, permissions and safety equipments. No such activity/inspection shall relieve the Contractor from any obligation or responsibility.

6.0 REPRESENTATION OF WORK

- a) Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, approvals, certificates. Determinations and other communications under the

Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior consent of Engineer.

- b) Failure on part of the Contractor to comply with these provisions shall constitute a breach.
- c) The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day to day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

7.0 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.

8.0 USE OF EXPLOSIVES

Not Applicable

9.0 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.

10.0 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.

11.0 LAWS AND REGULATIONS :

Governing Law:

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

12.0. 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.

13.0 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.

14.0 SERVICE TAX

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

15.0 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 Government taxes **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.

16.0 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.

17.0 DELAY AND EXTENSION OF CONTRACT PERIOD/LIQUIDATED DAMAGES

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5. 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.

17.6 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.

17.7 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.

- 17.8** 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.

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

18.1 Conditions leading to determination of contract

i. If the Firm/Contractor

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. Fails to take steps to employ competent and / or additional staff and labour, or
- j. Promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. Suppresses or gives wrong information while submitting the tender.
In any such case the Engineer on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make

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

ii. In such a case of termination, the Employer / Engineer may 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.

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

The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

19.0 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.

20.0 PERFORMANCE GUARANTEE

Not applicable

21.0 Release of performance guarantee

Not applicable

22.0 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.

23.0 SETTLEMENT OF DISPUTES

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

23.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Contractor to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

23.2 Conciliation/Arbitration

23.2.1 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.

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

23.2.3 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 Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.

21.2.4 In case, the Contractor 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 Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of

the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

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 Contractor.

21.3 Settlement through Court

It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 14.1 and 14.2.

21.4 Suspension of work

The Obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the Contractor 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 Kolkata only.

Section 5

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

1. INTRODUCTION

It is proposed to invite Open Tender for “**Providing assistance for the acquisition of land from the stage of Sec.20A onwards up to transfer of title in favour of DFCCIL/Rlys. Including assisting Competent Authority (CA) in publishing of notifications, helping CA in preparation/ publication of 20E, joint-measurement of land, area calculation JM- Sheets, filing proposals for Govt. land, collection of sale deeds, valuation of land/structures, preparation & distribution of award, possession of land etc. with close liaison/interaction with District & State Revenue Authorities in Koderma, Nawada and Gaya districts of Jharkhand and Bihar for construction of Dedicated Freight Corridor from Dasarah (Km 364.313) to Paharpur (Km 437.30)**”.

2. The scope covered under this contract is for Gaya and Aurangabad districts of Bihar. However if required the additional districts may be added for which the work may be carried out at the accepted rates only.

The following are the special conditions of and specifications for the NS items mentioned in the Schedule of Quantities

Item no. NS/1 - DISTRIBUTION OF NOTICES:-

This item includes the activity of assisting CA in preparation of various notifications/notices under various sections of ~~the~~ Railways (Amendment) Act 2008, declaration of the same to all the owners/beneficiaries/interested parties of land by serving of notices to all land owners of each village by deploying able and literate manpower. The item includes of affixing notices at Notice Boards of every village and/or Panchayat offices etc. so as to make the land owners aware of the process of land acquisition. The rates include all charges for movement of contractor's own manpower, hiring of munadi, loudspeaker and all consumables etc. Publication in newspapers, if required, shall be arranged by DFCCIL. Nothing over and above quoted rates shall be payable under this item. For partial operation of item, prorata payment shall be made as decided by competent authority which will be final and binding on the contractor. No disputes on this account shall be entertained.

Mode of Payment: The payment will be for each notice per village.

Item No. NS/2 - COLLECTION OF REGISTERED SALE DEEDS :-

This item includes cost of collection of registered sale deeds/record of sale deeds for last three years from each individual Sub-registry office of all the districts for preparation of compensation package and deposition of necessary charges thereof to the Govt. authorities. Government fees, if any, shall be paid by the DFCCIL separately. The rates quoted shall also include collection of land rate document of each district containing land rates for each affected village. The rates shall be inclusive of all the charges and nothing over and above quoted rates shall be payable under this item except Government fees, if any.

Mode of Payment: Mode of payment will be per sub registry office. Payment will be done only after submission of the record of sale deeds.

Item No. NS/3 - IDENTIFICATION OF SMALL, LANDLESS AND MARGINAL FARMERS :-

This item includes activity of identification of landless/ small/marginal farmers as a result of land acquisition to work out resettlement/ rehabilitation/ compensation package for them under The Railways (Amendment) Act 2008+, as applicable and as per National Policy on Resettlement and Rehabilitation.

Mode of Payment: Payment will be on the basis of per village on submission of the record.

Item No. NS/4:- SUPPLY OF PRECAST RCC M 20 PILLAR :

The contractor shall supply Precast RCC M:20 pillars/boundary mattams of size 150x150x900 mm and shall supply the same at various specified locations as directed by the Engineer in Charge. The item includes all costs of necessary material like cement, steel; stone aggregate, sand, water for casting and curing and all labour to be borne by the contractor. The rates shall be inclusive of the total cost of the finished product including one coat or more of painting and letter writing as directed by the Engineer in Charge. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Mode of Payment: Mode of payment for this item is per no. However payment will be done after actual erection of the pillars done at site.

Item No. NS/5: ERECTION OF RCC M 20 PILLARS AT SITE :

The contractor shall erect the precast RCC M 20 boundary mattams at site for demarcation of DFCC boundary as directed by DFCCIL Officials and at intervals specified by them. This item includes cost of requisite type of labour for collection of mattams/boundary pillars, cost of transportation from specified locations to the requisite locations for erection and fixing as directed by DFCCIL Officials and as per the design provided, including necessary excavation of earth, concreting and filling back the excavated earth as required as per site conditions including cost of sand, cement, aggregate, water etc. The pillars will also be engraved with details as directed by DFCCIL. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Mode of Payment: Mode of payment for this item is per no. However payment will be done after actual erection of the pillars done at site.

Item No. NS/6 - SURVEY OF VARIOUS ASSETS FALLING WITHIN THE LAND TO BE ACQUIRED:

This item includes carrying out joint survey with State Govt. officials of various assets like Pucca Structures i.e. building/commercial shops etc., Semi Pucca structures, trees, damages to standing crops, and other value additions like bore well, open wells, electrical pumps, hand pumps etc. falling within the land being acquired for DFCCIL requirement and working out their market valuation by deploying Govt. approved valuer or as directed and accepted by DFCCIL etc. It will be the responsibility of contractor to arrange the movement of State Govt. Officials to site by suitable vehicles. For actual valuation of the structures, the contractor will engage govt. approved valuer. The contractor shall be paid actual fee of the govt. approved valuer (+) 15% processing charges. Payment for such valuation will be done for each case

separately on submission of the record. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Mode of payment: Payment will be done on submission of survey and complete valuation of the structures to be acquired in the village.

Item No. NS/7 MAKING ARRANGEMENTS FOR DISBURSEMENT OF COMPENSATION :-

The contractor shall make all the arrangement of hiring of tentages, hiring of vehicle for transportation of Revenue authority, arrangement for opening of bank account of affected land owners, deposition of cheque in the bank and furnishing the acknowledgement of the same for record. The rates include arrangement of photography and videography of the event etc. He will also make arrangement for preparation of computerized documents of any kind related to distribution of disbursement of compensation to individual owners of the land. If payment is made to more than 80% of land owners of the village, then full payment for that village will be made. The case under litigation, if any, will not be counted and complete payment for the village shall be made. In case compensation is declared/ distributed in stages i.e. separately for land, assets etc., payment will be made @ 75% of the accepted rates for contractor having made satisfactory arrangements for distribution of 1st award. If contractor is required to make the arrangement for distribution of compensation again for the same village either due to award declared in stages or villagers not turning up in the first camp, payment for the second and subsequent camps will be made @ 50% of the accepted rates.

Mode of payment: Payment will be done after completion of the work of organization of camp in the village for the disbursement of payment.

Item No. NS/8 - MAKING NECESSARY ARRANGEMENTS FOR TRANSFERING LAND TITLE TO MINISTRY OF RAILWAYS :-

This item includes deployment of manpower for making arrangements for transferring the land title to DFCCIL/Railways including all legal formalities like purchasing of stamp papers, typing work by deploying computer operator/typist, attending the Revenue Department for necessary stamping and Registration of the Papers etc. **The rate excludes the charges for registration of the papers. Such charges, if any, shall be paid by the DFCCIL.** No other charges shall be paid by the DFCCIL over and above the accepted rates.

Mode of payment: Mode of payment is per village.

Item No. NS/9 - Joint Measurement along with Revenue Authority and Acquiring Agency :-

This item includes the work of providing assistance in the form of Manpower, vehicle and Tools and Plants for the joint measurement of land proposed for acquisition to the State Revenue Officer and DFCCIL Authorities during the process of acquisition and delivery of possession of the land after acquisition. The item also includes preparation, supply and fixing of wooden pegs as directed by the Revenue Authority and DFCCIL representative during the course of measurement. The item includes stationery charges for compilation of the report of field measurement, assisting CA in organizing the physical handing over of land from landowners to nominated DFCCIL/Railway officials in presence of concerned revenue officials along with verification of total area being taken over vis a vis total area for which compensation has been made by re-ascertaining the locations of land boundary pillars and duly marking the same on land plans indicating handing/taking over of land jointly signed by all concerned. No other charges shall be paid by the DFCCIL over and above the accepted rates. This item also includes co-ordination with revenue and forest officials and other concerned Central/State/Private/ PSU/ Local/

Municipal authorities anywhere in India for any relevant items such as forest land, trees, buildings, utilities (Electrical/ DOT/ Oil and Gas/Water etc.) for joint measurements. The contractor shall announce the date of carrying out JMS in the villages before starting the JMS work.

The Government fees, if any, for the JMS will be paid by the DFCC.

Mode of payment: Payment will be done after submission of the JMS sheets duly signed by revenue officials for each village.

Item No. NS/10 - MAKING PROPOSAL FOR TRANSFER OF GOVERNMENT LAND :-

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

Mode of payment: Mode of payment will be per district.

3.0 TIME SCHEDULE

Time allowed for the work is thirty months including mobilisation 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:- Procedure as detailed below shall be adopted for dealing with variation in quantities during execution of contract:-

- (i) Rates quoted in the schedule of items shall be valid for a variation of the overall cost up to a maximum of (+/-) 25%. No variation statement shall be prepared up to the over cost of (+25%). In case of variation in cost beyond +25%, the rates for the additional quantities beyond +25% variations shall be negotiated/decided on mutually acceptable terms, provided the rates so arrived does not exceed the originally accepted rate as per agreement.
- (ii) In case of increase in quantity of an individual item by more than 50% of the agreement quantity is considered as unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender is considered not practicable, negotiations may be held with the existing contractor for arriving at reasonable rates for additional quantities in excess of 50% of agreement quantity.

5.0. ADDITIONAL WORK

- 5.1** In case of any unforeseen development as per situational requirement, if any additional item is required to be executed then the same also will have to be carried out by the bidder. The rate for the same shall be worked out on the basis of input costs with a margin of 10% as contractor's profit.

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.
- c. After preliminary scrutiny and certification and certification by the Engineer payment of 80% of the certified amount shall be made as far as possible by the Employer within 2 working days (but not later than 7 days). The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 15 working days from the date of the preliminary certification of the bill by the Engineer.
- d. Such payments made by the Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in the earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the Employer within 7 days, failing which he shall have to pay interest @10% per annum with monthly rest till the said extra amount is paid back by him. In addition to above, if contractor claims more on-account payment than due, second time, the facility of making 80% on . account payment shall be withdrawn.

SECTION-6**Schedule of Quantities**

| SN | Description of items / Scope of work | Unit | Qty. | Rate | Amount |
|-----------|---|-------------------------|-------------|-------------|---------------|
| 1 | After notification, the declaration of the same to all the owners of land by distribution of notice, affixing the notice at notice board of every village office, Panchayat, Talatis office as well as announcement (Munadi) in every village by speaker for awareness and information. | Per Village | 306 Nos. | 1250/- | 3,82,500/- |
| 2 | Collection of sale deeds/ sale records for the last 03 years and the rate list of district (Govt. fee if applicable shall be paid by DFCC). | Per Sub Registry Office | 5 Nos. | 12500/- | 62,500/- |
| 3 | Identification of landless and small farmers and Preparation of compensation package. | Per Village | 102 Nos. | 625/- | 63,750/- |
| 4 | Supplying pre-cast RCC M 20 pillars of size 150X150x900 mm at site as directed by DFCCIL. | Per No. | 1500 Nos. | 395/- | 5,92,500/- |
| 5 | Erection at site precast RCC M:20 pillars/ boundary mattams for demarcation of DFCC boundary in M 10 CC as per drawing given by DFCCIL | Per No. | 1500 Nos. | 225/- | 3,37,500/- |
| 6 | Survey and valuation of affected structures, tress and any other value addition to the land, Multistoreyed Building etc. including valuation of buildings by Government approved valuers. Note:- For actual valuation of structures 15% over the actual fee of the govt. approved valuers shall be paid by DFCC. | Per Village | 102 Nos. | 6250/- | 6,37,500/- |
| 7 | Distribution of compensation . Opening of bank account of affected parties in the nearby schedule/regional rural bank, deposition of cheque in the bank and furnishing the acknowledgment of the same for the record. The item also includes | Per Village | 102 Nos. | 12500/- | 12,75,000/- |

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.

| | | | | | |
|----------------------------|---|------------------------|----------|----------|------------|
| | organising camps for disbursement of compensation by making suitable arrangement for tents, all cost of transportation, vehicle for Revenue authorities, typing, Videography and Photography etc. | | | | |
| 8 | Making necessary arrangements for transferring the land title to DFCCIL with all legal formalities like purchase of stamp papers, typing work involved, handing/ taking over of land, attending the Revenue Department, for necessary stamping and registration thereof etc. (Cost of Stamp Papers and Govt. Charges for registration if any shall be paid by DFCC). | Per Village | 102 Nos. | 625/- | 63,750/- |
| 9 | Joint Measurement along with Revenue Authority and Acquiring Agency (DFCCIL) for the purpose of acquisition of land. It will also include the cost of any surveying, if required, using theodolite or Total stations with all skilled/unskilled men power, equipment, tools and plants, all transportation etc. complete in order to erect the center line and/or boundary line pillars at 100m c/c or 50m c/c as directed by DFCCIL. NOTE:-This item also includes coordination with revenue and forest officials and other concerned Central/ State/Private/ PSU/ Local/ Municipal authorities anywhere in India for any relevant items such as forest land, trees, buildings, utilities (Electrical/DOT/Oil and Gas/Water etc) for joint measurements. | Per Kms. | 102 Km. | 1875/- | 1,91,250/- |
| 10 | Making proposal for acquisition of Government land. | Per District | 3 Nos. | 12,500/- | 37,500/- |
| Total assessed Cost | | Rs.36,43,750.00 | | | |

Note: - The payment shall be done as per the above schedule based on actual quantum of work done as certified by engineer in charge.

Annexure I

RATE SHEET

Total Assessed cost is Rs.36,43,750/-(Rupees Thirty six Lakhs forty three Thousand only)

RATE QUOTATION

I/We quote our rates as ----- % (in figures)_____ percent
(in words) above/at par / or below over the total assessed cost.

1. The tenderer is required to quote the overall single percentage rate above / at par / or below the total assessed cost mentioned above.
2. The tenderer quoting the rates for individual items will be disqualified.
3. The tender is required to quote the rate in both words and figures. In case of any discrepancy, rate quoted in words shall prevail.

I/We also agree with all the enclosed terms & conditions.

(Seal & Signature of bidder)

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 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 – T - 2

LIST OF SIMILAR WORKS COMPLETED IN THE LAST 3 YEARS

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

Note :- Experience certificate from Govt. Organizations/PSUs/ Private Ltd. companies must be attached

(Seal & Signature of bidder)

ANNEXURE – T – 3

LIST OF SIMILAR WORKS ON HAND

| Sl. No | Description of work | Organization for whom the work is executed | Approximate value of the contract at the time of award | Scheduled date of completion | Balance work to be done | Remarks |
|--------|---------------------|--|--|------------------------------|-------------------------|---------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

Note :- Experience certificate from Govt. Organizations/PSUs/ Private Ltd. companies must be attached

(Seal & Signature of bidder)

ANNEXURE – T - 4**LIST OF EQUIPMENT**

| Sl. No. | Name and type of instrument/ equipment | Qty. | Model/ Sl. No. | Year of purchase | Remarks (Proof of purchase) |
|---------|--|------|----------------|------------------|-----------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

1. Photocopies of the invoices for GPS/ Total Station must be enclosed
2. Photocopies of the invoices for software along with serial no., computers and peripherals required for preparation of maps must be enclosed.

(Seal & Signature of bidder)

ANNEXURE – T – 5**LIST OF COMPUTER & SOFTWARE**

| Sl. No. | Name and type of software | Qty. | Model/ Sl. No. | Year of purchase | Remarks (Proof of purchase) |
|---------|---------------------------|------|----------------|------------------|-----------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

- 1 Photocopies of the invoices for software along with serial no., computers and peripherals required for preparation of maps must be enclosed.

(Seal & Signature of bidder)

ANNEXURE – T - 6

The list of Key Personnel who under take the job which include the Team Leader(s) and the surveyors.

| Sl. No. | Name of incumbent | Professional Qualification | Areas of Specialization | Total experience | | Training | Date since Employed with consultant | Total No. of projects Completed |
|---------|-------------------|----------------------------|-------------------------|------------------|----------------|----------|-------------------------------------|---------------------------------|
| | | | | In related field | In other field | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

(Seal & Signature of bidder)

ANNEXURE – T – 6A

PROFORMA FOR CURRICULUM VITAE

1. Name of Staff :
2. Proposed Position :
3. Profession :
4. Date of birth :
5. Years with Firm:
6. Nationality :
7. Tasks that would be assigned: In the survey project
8. Education

| Year | Degree/Diploma | School/College | Main Field |
|------|----------------|----------------|------------|
| | | | |
| | | | |
| | | | |

9. Technical training other than academic qualification :
10. Membership of professional bodies
11. Knowledge of :
 - Computer application
 - Word processing:
 - Spread sheet :
 - Data base :
 - CAD :
 - Programming :
12. Technical papers Published
13. Foreign visit/work experience:
14. Award received :

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualifications my experience and myself.

Place: Signature _____

Date: Name _____ ..

Note :

1. Nothing to entered in this form. The Consultant shall use this format to furnish the details separately for each member of the staff- Team Leader(s) and all the surveyors who will be deployed on the survey project and not for other disciplines.
2. Information for each item shall be furnished. Where there is no any information (reply), Nil shall be entered.

(Seal & Signature of bidder)

Form of Agreement

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between, Dedicated Freight Corridor Corporation of India Limited, (A PSU under Ministry of Railways), 18/N, Block A, New Alipore, Kolkata - 700053, acting through Chief project Manager (Project Head and name / address of the Project) (hereinafter called ~~the~~ Employer / Engineer+) of the one part and _____ (name and address of the Contractor) (hereinafter called ~~the~~ Contractor+) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. Contract No. _____ (hereinafter called ~~the~~ works+, and has accepted a Bid by the Contractor 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 Contractor as hereinafter mentioned, the Contractor 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 Contractor 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.

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.

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 Contractor 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.