

**Dedicated Freight Corridor Corporation of India Ltd.**

**Name of Work: - Preparation of General Arrangement Drawings and detail design for proposed Road Over Bridges in lieu of existing Level crossing and scheme for modification/rebuilding of existing ROB's between Mumbai to Palanpur on Western Dedicated Freight Corridor comprising of Engineering survey; Geotechnical investigations; Preparation of general arrangement drawings and detail design, Preparation of Land Acquisition Plans; Preparation of estimate, Schedule of quantities and Comprehensive tender documents for the contract and getting the GADs approved from concerned State Government and Railway authorities etc including temporary diversions, temporary Level Crossing.**

**Single Packet OPEN TENDER**

**Tender No- DFCC/ADI/GAD/4/2012-13**

**TENDER DOCUMENT  
NOT TRANSFERABLE**

**Dedicated Freight Corridor Corporation of India Ltd.,  
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**

**CHECK LIST**

**CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S)S BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPILED BEFORE SEALING THE TENDER DOCUMENT:-**

<b>Sr. No.</b>	<b>Description</b>	<b>Done or Not</b>
<b>1.</b>	Rates have been quoted for All schedules on Basic Cost in terms of percentage in Rate sheet.	<input type="checkbox"/>
<b>2</b>	Declaration regarding no relative being employed on DFCCIL at Annexure- VII has been filled.	<input type="checkbox"/>
<b>3</b>	Address for correspondence has been given at <b>Section 2 Para 2.2, and</b> Envelope has been addressed accordingly.	<input type="checkbox"/>
<b>4</b>	Tenderer's General information filled up in Annexure -IV with attached documents/proof page marked/indicated.	<input type="checkbox"/>
<b>5</b>	All the Annexures from Annexure -I to Annexure -VIII properly filled up and relevant documents attached and indicated in Annexures, where asked.	<input type="checkbox"/>
<b>6</b>	Company seal should be put.	<input type="checkbox"/>
<b>7</b>	The tender shall be accompanied with the following: -	
	<b>1.</b> Earnest Money Deposit as per NIT/ Clause No. 3.1.5 of Section-3 has been attached.	<input type="checkbox"/>
	<b>2.</b> Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender Notice.	<input type="checkbox"/>
	<b>3.</b> Partnership deed/ resolution as applicable has been attached.	<input type="checkbox"/>
	<b>4.</b> Power of Attorney as applicable has been attached.	<input type="checkbox"/>
	<b>5.</b> Any other relevant documents have been attached.	<input type="checkbox"/>
<b>8</b>	The tender document shall be sealed in a cover properly. Any loose paper/ documents separately shall not be considered as part of tender offer.	
<b>9</b>	<b>RATES TO BE QUOTED ON RATE SHEET ONLY.</b>	

**Dedicated Freight Corridor Corporation of India Ltd.,  
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**

**Tender No.  
DFCC/ADI/GAD/4/2012-13**

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**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**  
**(A Public Sector Undertaking of Ministry of Railways)**  
**First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**

**Forwarding letter by Tenderer(s)**

To,  
Chief Project Manager  
DFCCIL,  
Ahmedabad

**Name of Work:** - Preparation of General Arrangement Drawings and detail design for proposed Road Over Bridges in lieu of existing Level crossing and scheme for modification/rebuilding of existing ROB's between Mumbai to Palanpur on Western Dedicated Freight Corridor comprising of Engineering survey; Geotechnical investigations; Preparation of general arrangement drawings and detail design, Preparation of Land Acquisition Plans; Preparation of estimate, Schedule of quantities and Comprehensive tender documents for the contract and getting the GADs approved from concerned State Government and Railway authorities etc including temporary diversions, temporary Level Crossing.

**Ref:**

I/We..... have read the various conditions of tender attached hereto and hereby agree to a Tender by the said conditions. I also agree to keep this tender single packets Open tender 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 Tender Document. I/We also agree to aTendere 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.

1. A sum of **Rs. 3,48,400/-** 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 15 days after receipt of orders to that effect.

OR

After submitting my/our tender, if I/we resile from my/our offer or modify the term and conditions thereof in a manner not acceptable to the DFCCIL.

2. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5 % of the contract value to the DFCCIL within 15 days after issue of letter of acceptance and before signing of the agreement
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

Tender No. "DFCC/ADI/GAD/4/2012-13"

mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer(s)/Tenderer(s)

Tenderer(s)/Tenderer(s)'s Address

Signature of Witness

**1. SECTION:-1**

	<b>DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.</b> <b>(A Public Sector Undertaking of Ministry of Railways)</b> <b>First Floor Old DRM Office, Kalupur, Ahmedabad-380 002</b>
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**NOTICE FOR INVITING BIDS**

Tender No.	DFCC/ADI/GAD/4/2012-13
Name of Work	Preparation of General Arrangement Drawings and detail design for proposed Road Over Bridges in lieu of existing Level crossing and scheme for modification/rebuilding of existing ROB's between Mumbai to Palanpur on Western Dedicated Freight Corridor comprising of Engineering survey; Geotechnical investigations; Preparation of general arrangement drawings and detail design, Preparation of Land Acquisition Plans; Preparation of estimate, Schedule of quantities and Comprehensive tender documents for the contract and getting the GADs approved form concerned State Government and Railway authorities etc including temporary diversions, temporary Level Crossing.
Estimated Cost of Work	<b>Rs. 3,96,78,652/-</b>
Completion Period	Thirty Six Months
Type of BID	Single Packet Open Tender
Earnest Money	<b>Rs. 3,48,400/-</b>
Date and time of submission of filled tender document	up to 14:00 Hrs of 21.01.2013
Date and time of opening of tender	at 15:00 Hrs of 21.01.2013
Eligibility Criteria:-	<p>1)The Tenderer(s) should have physically completed, during the last three financial years and including the current financial year, at least one similar single work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender.</p> <p style="text-align: center;">For this tender Similar Nature of Work means:-</p> <p>"Any work of Preparation of General Arrangement Drawing and design of bridges/ Road Over Bridges/ Rail Flyovers/ Road under Bridges/ Flyovers including Geotechnical investigation"</p> <p>2) The Tenderer(s) should have received a total contractual amount, during the last three financial years and in the current financial year, of a minimum of 150 % of advertised tender value of work. In support of which, the attested certificate from</p>

	Employer/Client, TDS certificate/Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender.
Authority and place for submission of completed tender document	<b>Dedicated Freight Corridor Corporation of India Ltd., First Floor Old DRM Office, Kalupur, Ahmedabad-380 002</b>
Address for Communication	Office of Chief Project Manager, <b>Dedicated Freight Corridor Corporation of India Ltd., First Floor Old DRM Office, Kalupur, Ahmedabad-380 002</b>
Tender Fees and Website	Tender document can be obtained from the office of DFCCIL/Ahmedabad on all working days between 10.00 to 18.00 hrs by paying Tender Fee of <b>Rs.10000/-</b> (Ten Thousand only) by way of DD/Pay Order favour DFCCIL payable at Ahmedabad. The Tender document can also be downloaded from company's website <b><u>www.dfcc.in</u></b> & <b><u>www.dfccil.org</u></b> and the same will be accepted along with the tender fee of Rs.10000/- (Ten Thousand Only) through a separate Demand Draft drawn on any nationalized/scheduled bank favouring "DFCCIL payable at Ahmedabad". Offers without cost of tender document will be liable to be rejected.

**Chief Project Manager  
Dedicated Freight Corridor Corporation India Limited**

**2. SECTION:- 2****Invitation for Tenders (IFB)**

Dear Sir,

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**Chief Project Manager**, DFCCIL, Ahmedabad, for and on behalf of DFCCIL invites, Tenders in Single Packets Open Tender system, from the tendering firms for hiring of vehicles.

**2.1 SCOPE OF WORK**

2.1.1 The detailed scope of work is mentioned in section 5 (Special conditions of contract and specifications and terms of reference) and section 6 (schedule of approximate quantities) along with Annexure-A, Annexure-B & Annexure-C.

**2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-**

S.No	Tender No.	DFCC/ADI/GAD/4/2012-13
1	Name of Work	Preparation of General Arrangement Drawings and detail design for proposed Road Over Bridges in lieu of existing Level crossing and scheme for modification/rebuilding of existing ROB's between Mumbai to Palanpur on Western Dedicated Freight Corridor comprising of Engineering survey; Geotechnical investigations; Preparation of general arrangement drawings and detail design, Preparation of Land Acquisition Plans; Preparation of estimate, Schedule of quantities and Comprehensive tender documents for the contract and getting the GADs approved form concerned State Government and Railway authorities etc including temporary diversions, temporary Level Crossing.
2	Estimated Cost of Work	<b>Rs. 3,96,78,652/-</b> (Rs Three Crore Ninety Six Lakhs Seventy Eight Thousand Six Hundred Fifty Two only)
3	Completion Period	36 ( Thirty Six Months)
4	Cost of tender document	Rs 10000/- ( Rs Ten Thousand only)
5	Availability of tender document	Up to 19.01.2013 (upto 13:30 hrs)
6	Type of Tender	Open tender, single packet
7	Earnest Money	Rs <b>3,48,400/-</b> (Rs Three Lakhs Fourty Eight Thousand four Hundred only)
8	Date and time of submission of Tender	up to 14:00 Hrs. of 21.01.2013



Tender No. “DFCC/ADI/GAD/4/2012-13”

9	Date and time of opening of Tender	21.01.2013 at 15.00 hrs.
10	Validity of Offer	90 Days from the date of opening of tender
11	Authority and place for purchase/ submission of tender document & address for Communication	Office of Chief Project Manager; DFCCIL First Floor Old DRM Office, Kalupur, Ahmedabad- 380 002.

2.2.1 The tender fee receipt/proof as per clause 3.6 of the tender document is to be submitted along with tender document.

2.2.2 Tender documents are also available on the official web site of DFCCIL i.e. [www.dfcc.in](http://www.dfcc.in) and [www.dfccil.org](http://www.dfccil.org). In case of documents downloaded from internet, cost of tender form as in Para 2.2 Sl. No 4 above shall be submitted along with offer. Offers not accompanied by cost of tender form will be summarily rejected.

### **3. SECTION 3**

## **Information and Instructions to Tenderer(s)**

#### **3.1 INFORMATION**

- 3.1.1 Tender has been invited under 'single packet' system.
- 3.1.2 The Tenderer(s) may collect the Tender document from the address and timings mentioned in SECTION-I of the tender document.
- 3.1.3 Tender documents are also available on the official web site of DFCCIL mentioned at Clause 2.2.2 of the tender document.
- 3.1.4 The tender fee receipt/proof as per clause 3.6 of the tender document is to be submitted along with tender document. Tenders received without tender fee shall be summarily rejected.
- 3.1.5 The tender document must be accompanied by a valid Earnest Money as per clause 3.7 of the tender document. Tenders received without Earnest Money shall be summarily rejected.
- 3.1.6 Each page of this Tender document shall be submitted duly signed and stamped. Tender document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the Tenderer(s).
- 3.1.7 All Tenders shall be submitted in accordance with the instruction contained in these documents (hereinafter called as Tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.8 A firm shall submit only one offer against the Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.9 In preparing the Proposal, Tenderer(s) 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(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.10 If the Tenderer(s) deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.11 The 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.
- 3.1.12 In preparing the Financial Proposal, Tenderer(s) are expected to take into account the requirements and conditions of the RFP documents.
- 3.1.13 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy

between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.

- 3.1.14 The Tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website and also published in newspapers. The offers received without such corrigenda published shall be liable to be rejected.
- 3.1.15 Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.16 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favour of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

## **3.2 SUBMISSION OF TENDER**

- 3.2.1 All Tenders shall be submitted "in sealed cover" which should be super scribed as
- a) Tender No:- as mentioned in NIT in SECTION-I of the tender document.
  - b) Name of the work:- as mentioned in NIT in SECTION-I of the tender document.
- 3.2.2 Venue of submission of tender:- Chief Project Manager; DFCCIL; First Floor Old DRM Office, Kalupur, Ahmedabad-380 002,
- 3.2.3 The tender document should reach the office not later than date and timings mentioned as in NIT in SECTION-I of the tender document.
- 3.2.4 Tender box will be sealed on date and timings mentioned as in NIT in SECTION-I of the tender document.
- 3.2.5 Any tenders received late are liable to be rejected summarily.

### **3.3 TENDER OPENING**

- 3.3.1 Date and Time of opening of the tender:- As indicated in Clause 2.2 Sl 9 of tender document.
- 3.3.2 The Tenders submitted/received after the time and date fixed for receipt of Tenders as set out in the documents are liable to be rejected.
- 3.3.3 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case Tenderer(s)/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the tender documents
- 3.3.4 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.
- 3.3.5 On the date specified in the tender notice, the envelopes of all Tenderer(s) will be opened in the presence of Tenderer(s)/ representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.

### **3.4 GENERAL INFORMATION**

- 3.4.1 Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.
- 3.4.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender Document by post. DFCCIL is not responsible for loss/delay of any tender in transit.
- 3.4.3 Issuance of Tender documents will not automatically means that such parties are considered qualified.
- 3.4.4 The agency will be awarded initially work for period specified vide clause 2.2 Sl 3 of tender document.
- 3.4.5 DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

### **3.5 VALIDITY OF PROPOSAL**

- 3.5.1 The Tenderer(s) shall keep their offer open for a minimum period of 90 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Tenderer(s) liable for forfeiture of his Earnest Money deposit. The Tenderer(s) cannot withdraw their offer within the period of validity / extended validity.

### **3.6 TENDER FEE**

- 3.6.1 Cost of tender form as per clause 2.2 Sl 4 of the tender document is to be submitted in the form of pay orders, demand drafts from any nationalized bank or a Scheduled Bank in favour of DFCCIL payable at Ahmedabad
- 3.6.2 In case of documents downloaded from internet, cost of tender form as in Para 3.6.1 above shall be submitted along with offer.
- 3.6.3 Offers not accompanied by valid tender fee will be summarily rejected.

### **3.7 EARNEST MONEY**

- 3.7.1 The tender must be accompanied by a sum specified in clause 2.2 Sl 7 of the tender document as Earnest Money(EMD) deposited in the form of Deposit receipt, pay orders, demand drafts, Banker's cheque from a nationalized bank or a Scheduled Bank. Earnest Money shall be in favour of DFCCIL payable at Ahmedabad and duly dis-charged after affixing the revenue stamp on reverse side of the receipt and duly signed on it.
- 3.7.2 The Tenders not accompanied by valid Earnest Money(EMD) shall be summarily rejected.
- 3.7.3 Earnest Money shall be forfeited in case of revocation of Tender or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the Tender.
- 3.7.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 3.7.5 The EMD of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/ returned after the award of the contract. The EMD of successful Tenderer(s) will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.

### **3.8 ELIGIBILITY CRITERIA**

- 3.8.1 The Tenderer(s) should satisfy the minimum Eligibility Criteria as laid down in the tender document and in support of eligibility criteria, the Tenderer(s) should have to submit documents as stipulated in clause 4.14 of tender document along with their tenders.

### **3.9 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF**

- 3.9.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tender(s) shall furnish "BRIEF

DETAILS OF THE TENDERER(S)" (Annexure-I).

- 3.9.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing.
- a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
  - b) As a Partner or Partners of the firm; or
  - c) As a Director, Manager or Secretary in a Limited Company etc.
- 3.9.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the Chief Project Manager , DFCCIL, First Floor Old DRM Office, Kalupur, Ahmedabad-380 002, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

**3.10 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER**

- 3.10.1 Tenderer(s)'s have to quote the commission/ service charges in terms of a flat single percentage (%) in the schedule-I of the document. This percentage shall be applicable on each item of the schedule-I uniformly.
- 3.10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt/ local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- 3.10.3 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General Conditions of Contract & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 3.10.4 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 3.10.5 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirement will render the Tender liable for rejection.

**3.11 PROPOSAL EVALUATION**

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.

- 3.11.2 The Evaluation Committee appointed by DFCCIL shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 3.11.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the Tenderer(s) 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
- 3.11.4 The Proposals shall be opened publicly in the presence of the Tenderer(s)' representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening. It is recommended that quoted rates are covered with transparent adhesive tape for evaluation of their proposal.
- 3.11.5 The successful Tenderer(s) would be selected on the basis of least commission quoted by the Tenderer(s) on the pay payable to the outsourced person as indicated in Annexure-I

### **3.12 ENGAGEMENT OF PERSONNEL**

- 3.12.1 Persons provided should possess requirement of job and have good behaviour and unblemished record and character.

### **3.13 AWARD OF CONTRACT**

- 3.13.1 The DFCCIL will issue a letter of Acceptance to the successful Tenderer.
- 3.13.2 Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between DFCCIL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- 3.13.3 The successful Tenderer will be required to execute the Contract Agreement within 7 days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract (section 4) and Special Conditions of Contract (section 5).
- 3.13.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 15 days from the date of issue of acceptance letter.
- 3.13.5 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the DFCCIL.

### **3.14 CONFIDENTIALITY**

3.14.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderer(s) who submitted the proposals or to other persons not officially concerned with the process.

### **3.15 CHECK LIST**

3.15.1 The Tenderer(s) is requested to submit the tender documents and attachments to tender documents as per the details specified in the Tender document. Any deviation/omission from above will be as per Tenderer(s)'s own risk.

3.15.2 The Tenderer(s) are requested to duly fill in the checklist. The checklist is only a reminder of certain important items, to facilitate the Tenderer(s). This, however, does not relieve the Tenderer(s) of its responsibility to make sure that his proposal is otherwise complete in all respects.



## **4. SECTION 4**

### **GENERAL CONDITIONS OF CONTRACT**

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Tender 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.

#### **4.1 DEFINITIONS**

Unless excluded by or repugnant to the context:

- 4.1.1 The expression "Department"/ "Client"/ "DFCCIL"/ "Corporation"/Employer as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.
- 4.1.2 "Officer"/ "Officer-in-charge"/ "DFCCIL's representative" of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.3 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.
- 4.1.4 The "Contractor/ Tenderer(s)" 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.
- 4.1.5 The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- 4.1.6 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.
- 4.1.7 A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

- 4.1.8 A "month" shall mean a calendar month.
- 4.1.9 A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.10 "Client" means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.11 "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- 4.1.12 "Data Sheet" means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.13 "Day" means calendar day.
- 4.1.14 "Government" means the Government of India.
- 4.1.15 "Personnel" means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.16 "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.17 "Proposal" means the Technical Proposal and the Financial Proposal.
- 4.1.18 "RFP" means the Request For Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.19 "Services" means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.20 "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 Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.21 "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.22 "Excepted Risks" are risks due to riots (other wise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.23 "GCC" mean the General Conditions of Contract.
- 4.1.24 "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the

Tender.

4.1.25 "Local currency" means the currency of Government of India.

## 4.2 GENERAL INFORMATION

4.2.1 The Tenderer(s) 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, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.

4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).

4.2.3 Tenderer(s) 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 Tenderer(s).

4.2.4 The Client requires that Tenderer(s) 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.

4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) 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 Tenderer(s) to be executed for the same or for another Client.

4.2.6 It is the DFCCIL's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCCIL:

4.2.7 Defines, for the purpose of this paragraph, the terms set forth below as follows:

- a) "**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;
- b) "**fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "**collusive practices**" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- d) "**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.
- e) will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent,

collusive or coercive practices in competing for the contract in question;

- f) 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

4.2.8 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

### **4.3 COMMUNICATION AND LANGUAGE OF CONTRACT**

4.3.1 Communication to be in writing

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

### **4.4 INTERPRETATION**

4.4.1 In the contract, except where the context requires otherwise:

4.4.2 Words indicating one gender include all genders,

4.4.3 Words indicating the singular also include the plural and words indicating the plural also include the singular,

4.4.4 "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record, and

4.4.5 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

### **4.5 LANGUAGE OF CONTRACT**

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

### **4.6 ENTIRE AGREEMENT**

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

### **4.7 MODIFICATIONS**

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

#### **4.8 CARE IN SUBMISSION OF TENDERS:-**

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

#### **4.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER: -**

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

#### **4.10 OMISSIONS & DISCREPANCIES: -**

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

#### **4.11 PARTNERSHIP DEED**

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

#### **4.12 PERFORMANCE GUARANTEE (P.G)**

4.12.1 On acceptance of tender the successful Tenderer(s) shall have to submit

performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of **DFCCIL, Ahmedabad**. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.

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

#### **4.13 SECURITY DEPOSIT**

- 4.13.1 The Earnest Money deposited by the Contractor with his tender will be retained by

the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

4.13.2 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:

- a) Security Deposit for each work should be 5% of the contract value
- b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,
- c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.

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

4.13.4 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

**4.14 TENDERER(S)'S CREDENTIAL:-**

4.14.1 In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.

4.14.2 THE TENDERER(S) SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER:

1	<p>The Tenderer(s) should have physically completed, during the last three financial years and including the current financial year, at least one similar single work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender.</p> <p>For this tender Similar Nature of Work means:- "Any work of Preparation of General Arrangement Drawing and design of bridges/ Road Over Bridges/ Rail</p>	<p>At least one similar single work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender.</p>
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	Flyovers/ Road under Bridges/ Flyovers including Geotechnical investigation"	
2	The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial year.	Should be a minimum of 150 % of advertised tender value of work. In support of which, the attested certificate from Employer/Client, TDS certificate/Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender.

4.14.3 Tenderer(s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.

4.14.4 In reference to para 4.14.2.1 of the tender document, the Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per Para 4.14.7 and such certificate should clearly brought out following details:-

- a) Name of Agency issuing a certificate.
- b) Date of issue of certificate.
- c) The name of Work.
- d) The Acceptance letter no.
- e) The date of issue of Acceptance letter.
- f) Agreement no.
- g) Date of execution of Agreement.
- h) Date of original Completion of Work as per Acceptance Letter.
- i) Date of Actual completion of Work.
- j) The Amount of Work done as per Agreement (in Rupees).
- k) The Final Amount of Work at the time of Completion of Work(in Rupees).
- l) Whether the Work is completed satisfactory or not satisfactory.

4.14.5 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete.

4.14.6 All photo copies should be enclosed with the tender form duly attested.

4.14.7 Certificates from Private individuals for whom such works are executed/being executed will not be accepted. The 'Organizations" other than 'Private Individuals' from whom certificates can be considered for evaluation for eligibility criteria, are



as follows.

- a) Government Department/PSU/Cooperatives/Bodies/Institutions.
- b) Public Limited Company.
- c) Private Limited Company.
- d) Partnership Firms- registered /unregistered.
- e) Sole Proprietary firm-registered.

#### **4.15 AGREEMENT:**

- 4.15.1 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the DFCCIL.

#### **4.16 CHANGE IN ADDRESS:**

- 4.16.1 Any change in the address of the contractor shall be forthwith intimated in writing to the DFCCIL. The DFCCIL will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.

#### **4.17 SUPERVISION AND SUPERINTENDENCE**

##### **4.17.1 CONTRACTOR'S SUPERVISION**

- 4.17.2 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.

#### **4.18 USE OF EXPLOSIVES**

- 4.18.1 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 DFCCIL.

#### **4.19 PROTECTION**

- 4.19.1 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 DFCCIL/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.

#### **4.20 WORKMEN**

4.20.1 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.

#### **4.21 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT**

4.21.1 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.

#### **4.22 OBLIGATION OF DFCCIL**

4.22.1 DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Tenderer(s) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

#### **4.23 FORCE MAJEURE**

4.23.1 The Obligations of DFCCIL and the Tenderer(s) shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

#### **4.24 INDEMNITY**

4.24.1 The Tenderer(s) shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Tenderer(s) or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

#### **4.25 DEFENCE OF SUITS**

4.25.1 If any action in court is brought by a third party against DFCCIL or an officer or agent of the DFCCIL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/representatives or his sub-contractors, drivers or employees, the contractor/agency shall in all such cases be responsible and indemnify and keep DFCCIL and/or his representative harmless from all losses, damages, expenses or decrees arising out of such action.

#### **4.26 OTHER TERMS AND TERMINATION**

4.26.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of as specified in the tender document.

4.26.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.

4.26.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.

4.26.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all Times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

#### **4.27 LAWS AND REGULATIONS:**

4.27.1 **Governing Law:** This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.

4.27.2 **Resolving the disputes:** In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, **DFCCIL**, shall be the final and binding.

#### **4.28 INCOME TAX**

4.28.1 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.

#### **4.29 SERVICE TAX**

4.29.1 The 50% of the Service Tax, as applicable on gross value of each running account bill/Final bill shall be paid directly by DFCCIL. Remaining 50% of the Service Tax as applicable on gross value of each running account bill/Final bill in this contract will be paid by Contractor as per prevailing law and shall be reimbursed by DFCCIL after the contractor submits the documentary proof of having deposited the same. Any modification in Service tax provision in future by Government will be binding on the contractor with immediate effect.

#### **4.30 PERMITS, FEES, TAXES & ROYALTIES**

4.30.1 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 and other taxes Govt except service tax. The service tax liability on the Contractor will be governed by clause 4.29 of the tender document. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. 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.

#### **4.31 STATUTORY INCREASE IN DUTIES, TAXES ETC**

4.31.1 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 unless otherwise specified in the tender. 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/Tendering contractor should bear the above fact in mind.

#### **4.32 DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES**

4.32.1 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.

4.32.2 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.

#### 4.32.3 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.

#### 4.32.4 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 4.23 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.

#### 4.32.5 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.

#### 4.32.6 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.
- c) 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.

#### 4.32.7 Engineer's decision on compensation payable being final.

#### 4.32.8 The decision of the Engineer as to the compensation, if any, payable by the

Firm/Contractor under this clause shall be final and binding.

4.32.9 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.

#### **4.33 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT**

4.33.1 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 DFCCIL official or contravenes any provisions of the contract, or
- h) fails to take steps to employ competent and / or additional staff and labour, or
- i) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- j) Suppresses or gives wrong information while submitting the tender.

4.33.2 In any such case the DFCCIL 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 DFCCIL, the DFCCIL 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).

#### **4.34 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT**

4.34.1 The DFCCIL shall be entitled to determinate the contract, at any time, should, in the

DFCCIL 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 DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on DFCCIL 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 DFCCIL. The decision of the DFCCIL 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.

#### **4.35 FOSSILS ETC:**

4.35.1 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.

#### **4.36 LABOUR RULES**

4.36.1 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government as applicable. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, EPF, ESI, Bonus and Gratuity etc to employees/labour.

#### **4.37 COMPLIANCE OF VARIOUS ACTS:**

4.37.1 The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour acts and Employees Provident Fund Act 1952 along with any Statutory Modifications there of or rules clarifications or otherwise and all the provisions as amended from time to time and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

#### **4.38 CHILD LABOUR (PROHIBITION AND REGULATION) ACT- 1986.**

4.38.1 The employment of any person less than fourteen years (14 years) of age shall be prohibited from DFCCIL/Railway's works. The contractor shall be responsible for confirming to the provisions of the act and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

#### **4.39 SETTLEMENT OF DISPUTES**

4.39.1 All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under:

##### **4.39.2 Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Tenderer(s) 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.

#### **4.40 CONCILIATION/ARBITRATION**

4.40.1 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.

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

4.40.3 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 Tenderer(s). Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) 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 Tenderer(s).

4.40.4 In case, the Tenderer(s) 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 Tenderer(s) 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.



- 4.40.5 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.
- 4.40.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.40.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 4.40.8 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 Tenderer(s).

#### **4.41 AWARD TO BE BINDING ON ALL PARTIES**

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

#### **4.42 SUBSTITUTE ARBITRATORS:**

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

#### **4.43 INTEREST ON AWARDED AMOUNT**

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

#### **4.44 SETTLEMENT THROUGH COURT**

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

#### **4.45 EXCEPTION**

- 4.45.1 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.

#### **4.46 JURISDICTION OF COURTS**

- 4.46.1 Jurisdiction of courts for dispute resolution shall be Ahmedabad only.

## **5. SECTION 5 SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS AND TERMS OF REFERENCE**

### **5.1 INTRODUCTION**

5.1.1 It is proposed to construct Road Over Bridges on Western Dedicated Freight Corridor from Mumbai to Palanpur. The preliminary works are being undertaken to prepare preliminary drawings for bridges in form of General Arrangement Drawings (GAD), Detailed design and drawings of ROB (including FOB/Subway, wherever required) preparation of estimates of the bridges, bill of quantities and preparation of comprehensive tender documents to facilitate in inviting a tender for construction of these ROB's. The scope of work under this tender includes:

- a) Engineering survey of proposed alignment of the Road Over Bridges (ROBs) for 50 mts on either side of the alignment including its setting out on ground for straight / skew / curve, as the case may be. It will also include survey and listing of all utilities falling in the area and suggested locations of temporary level crossing and diversion of road traffic during construction period of the ROB's (wherever applicable).
- b) Geotechnical Investigation at the proposed points of abutments / piers for a depth of 30 mts to facilitate preliminary design/ detail design (One borehole will be drilled at every pier /abutment location along the proposed).
- c) Preparation of Land Acquisition plans for a width of upto 50 mts on either side of the complete alignment of the ROB.
- d) Preparation of General Arrangement Drawings of the proposed ROB's for 2 lanes / 4 lanes / 6 lanes, as the case may be, including plan, longitudinal elevation, longitudinal and lateral cross-sections at suitable intervals (including FOB's/Subways wherever required).
- e) Preparation of the Detailed Schedule of Quantities and Comprehensive Tender Documents for contract. (including FOB's/Subways wherever required).
- f) Arranging approval of all GAD's from the concerned State Government
- g) Preparation of Temporary Arrangement drawing and launching scheme of girders.
- h) Proof checking of all design & drawings from IIT/other Institute of repute approved by DFCCIL/Railway.
- i) Preparation of BOQ (Bill of Quantities) with detailed schedule of items.
- j) Other details as given in Terms of Reference (TOR) at 5.8.

### **5.2 DETAILED SCOPE OF WORK:**

5.2.1 Engineering survey of proposed alignment of Road Over Bridges -

- a) The contractor shall carry out the engineering survey of the alignment of the proposed ROB for 1000 mts longitudinally on either side from the centre and 50 mts in width on either side of the alignment, using suitable survey equipment.
- b) Survey of proposed alignment of the Road over bridges (ROB) 50mts on either side of the alignment including its setting out on ground for straight/skew/curve, as the case may be.
- c) Finding out Utility services along the proposed alignment such as electrical line/poles, telephone line, high tension lines along with their voltage & sag height, OFC cables, existing RE cables, Quad cables, retaining walls, trees, pipelines for water, petrol or gas etc and preparation of its plan.
- d) Suggesting locations for temporary Level Crossing and diversion of road traffic.
- e) The centre line of the proposed alignment has to be staked on the ground with CC pillars (150 mm x 150 mm x 900 mm) at an interval of 100 mts on straight and at 50 mts on curved portions. Wherever applicable, the Tangent and Junction points of the curve are also to be distinctly marked.
- f) These pillars should be fixed firmly on the ground and to be engraved with the details of the curve / skew.

#### 5.2.2 Geotechnical Investigation –

- a) The contractor shall prepare a scheme of Geotechnical investigation required to be carried out for preliminary design/detailed design of bridges so as to arrive at a fair assessment of designs being proposed and reach to an accurate BOQ. For this the contractor will make an assessment of the sub soil condition in the area of consideration by going through available details, inspection and survey of area, past history of structures built close to the proposed site and other such assessments. The contractor shall undertake study / collect material, as required, on his own cost. The Geotechnical investigation scheme could be modified / updated later based upon actual field data to the extent required.
- b) Contractor shall carry out Geotechnical investigation to a depth of 30 m (or as decided by DFCCIL as per the site conditions), 150 mm / NX size vertical boreholes in soil and rock, laboratory testing of the sample collected from site from **the reputed laboratory** (either of the firm or as decided by the DFCCIL) of soil, rock & water samples as required for preliminary design/detailed design of bridges and submission of reports thereof.
- c) The Geotechnical Investigation work includes:
  1. Drilling of 150mm dia bore holes in all kind of soil including laterite, gravel and cobble and NX size borehole in bouldery and rocky strata as specified in BOQ (up to 30m depth or 5m in the refusal strata where SPT N value is more than 100, whichever is earlier.)
  2. Conducting Standard Penetration Test at every 3.0m interval starting from first sample at 1.5m depth or at the change of stratum as per IS: 2131.
  3. Collection of disturbed, undisturbed soil samples and water samples and carrying out various laboratory testing as per relevant IS codes in consultation

with DFCCIL.

4. Collection of rock core samples and carrying out various laboratory testing as per relevant IS codes in consultation with DFCCIL.
5. Preparation of bore logs, location plan of boreholes, various test results curves and calculations on computer by using suitable Software.
6. Submission of draft report in 3 copies and final reports in 5 hard copies and one soft copy including details of recommendation of suitable type of foundations with the Safe Bearing Capacity.

5.2.3 Special technical specifications to be followed are as under :

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

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

IS : 2131 Method for standard penetration test

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

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

IS : 5313 Guide for core drilling observation.

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

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

- b) And any other relevant codes & specifications as decided by DFCCIL. However, it is reiterated that the above list is only for guidance and the firm is responsible and shall furnish the list of specification that are followed in the above investigation.

5.2.4 Following test shall be carried out for the samples collected from site :

5.2.5 Contractor shall note that all laboratory tests shall be conducted in the reputed laboratory or the laboratory approved by DFCCIL by using approved apparatus complying with the requirements and specifications of Indian standards. If the sample is tested in their laboratory then adequacy of the laboratory must be certified by the DFCCIL.

- a) Conducting Standard Penetration Test at every 3.0m interval starting from first sample at 1.5m depth or at the change of stratum as per IS: 2131.
- b) Collection of disturbed, undisturbed soil samples and water samples and carrying out various laboratory testing as per relevant IS codes in consultation with DFCCIL of DFCCIL.
- c) Tests on Undisturbed and disturbed Samples
  1. Visual and Engineering Classification
  2. Sieve Analysis and Hydrometer Analysis
  3. Liquid, Plastic and Shrinkage limits

4. Specific Gravity
5. Chemical Analysis
6. Swell Pressure and Free Swell index determination

d) Test on Undisturbed Samples

1. Bulk Density and Moisture Content
2. Unconfined Compression Test
3. Box Shear Test (in case of sand)
4. Triaxial Shear Tests : (depending on the type of soil and field conditions on undisturbed or remoulded samples)
  - A) Unconsolidated undrained.
  - B) Consolidated Undrained Test with the Pressure Measurement of Pore Water
  - C) Drained Consolidation Test.

e) Tests on rock Samples

1. Visual classification
2. Moisture content, porosity and Density
3. Specific gravity
4. Unconfined compression test (both saturated and at in-situ water content)
5. Point load strength index

f) Chemical analysis of sub – soil include determination of PH value, carbonate, sulphate (both SO<sub>3</sub> and SO<sub>4</sub>) chloride and nitrate contents, organic chemicals matter, salinity and any other chemicals harmful to the foundation material. The contents in soil shall be indicated as percentage (%).

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

a) For soil

1. Engineering properties of soil/rock.
2. The location and extent of rock layer and other weak features.
3. Soft pockets if any under the hard founding strata.
4. The geological features like type of rock, fault, fissures etc.
5. Ground water table.
6. Artesian condition, if any.
7. The bearing capacity for foundation.

8. Probable settlement and probable differential settlement of the foundation.

b) For Rock

1. Depth of rock strata and its variation over a site.
2. Whether isolated boulder or massive rock formation.
3. Extent and character of weathered zone.
4. Joint frequency in the rock.

### **5.3 PREPARATION OF LAND ACQUISITION PLAN**

5.3.1 Preparation of land Acquisition plans for upto 50 mts width on either side of the alignment and for actual length of the ROB and Preparation of land acquisition proposal in five copies as per Revenue Departments of respective State including Collection of Property Cards/ 7/12 abstracts / 8a Abstracts including superimposition of revenue record on proposed alignment and calculation of area to be acquired, preparation of statement of area to be acquired along with Land owners details etc. Preparation of Detailed schedule of quantities:

### **5.4 PREPARATION OF GAD FOR ROAD OVER BRIDGES:**

- a) Contractor shall prepare GAD for all proposed Road over Bridges (including 1000 m of each approach of all the bridges) based on preliminary design, proposed alignment as approved by DFCCIL/Railway, results of detailed Geotechnical investigation and Engineering survey carried out and data collected by consultant. The GAD should be such so as to cause least interference in train running on existing DFCCIL/Railway system while executing the work of the bridge. It will include plan, longitudinal elevation, longitudinal and lateral cross Sections at suitable interval.
- b) It will require consultant to select the most suitable location of the bridges, carry out preliminary design of the bridge (including type, approx. depth & approx. section of foundation, number of spans, approx. dimensions and location of piers/abutments, type and approx. dimensional details of superstructure etc.), workout the scheme of construction (including sequence and methodology of various stages of construction, assessment of approach to men, machinery and material, detailing of any other factor relevant in bridge construction including detailed structural design, prepare draft drawings in AUTOCAD, submit the drawings to DFCCIL/Railway for approval and carry out corrections/changes till final approval. Bridge loading standards are to be followed as per **IRC 5 and IRC 6-2000**. Design shall confirm to Ruling gradient, maximum permissible curvature and schedule of dimension of DFCCIL and Indian Railways and National Highway Authority of India/ Indian Road congress.
- c) All the calculations carried out to arrive at the preliminary design shall be included in the report to be submitted. The drawings along with design calculations shall be submitted in soft and hard copy for approval. After approval, drawings and design report shall be submitted in five hard copies and two soft copies in CD/DVD. Once paid for all the drawings will be property of DFCCIL and only DFCCIL will have all

the rights to modify, alter copy or use these drawings in any other way.

- d) List of level crossings where the LC's/ROB's are to be proposed are listed in **Annexure A, Annexure -B and Annexure-C.**

## **5.5 PREPARATION OF DETAIL SCHEDULE OF QUANTITIES**

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

## **5.6 PREPARATION OF TENDER DOCUMENT**

- 5.6.1 Contractor shall prepare detailed and comprehensive tender documents for construction of Road Over Bridges based on the bill of quantities prepared by the contractor. The documents should be prepared will be based on the present norms being followed in the industry and also close acceptance in execution in a setup like DFCCIL. The document should cover all aspects of the contract document of this nature including specifications to be adopted for design, testing of material, quality norms and its testing, quality assurance plan, time schedule, payment schedule, prequalification criteria for various stages of selection of the contracting firm, legal provisions etc. The tender shall be for two packet system of tendering. The tender documents shall be such as to result into timely execution of the bridge work conforming to laid down quality standards, shall be unambiguous, shall ensure compliance of all the relevant legal provisions, shall provide for all the foreseeable and non foreseeable eventualities in the execution of the contract, shall be amenable to supervision and shall have inbuilt quality checks, shall clearly lay down the intention of DFCCIL as gathered through various interactions, shall provide for dispute settlement without affecting the progress of the work and shall be got approved from DFCCIL.
- 5.6.2 Before proceeding in drafting the tender document, the contractor/Consultant shall prepare a board framework of draft provisions of the documents bring out the latest trends being adopted in such type of contract. A presentation on the same will be made to DFCCIL officials so that board frame work can be arrived at the beginning of the assignment. The contractor/consultant shall continue to interact till draft document are prepared. The contractor then submit draft tender in a soft and two hard copies of DFCCIL for approval. On approval, the contractor shall submit ten hard copies and two soft copies on CD/DVD of each of these tender documents. If any document to be attached in the tender document is to be given by DFCCIL, it will be given in a single copy and it will be got Xeroxed/copied by the contractor to make ten copies at their own cost.

## **5.7 APPROVAL OF GAD FROM DFCCIL, STATE GOVT. AUTHORITIES & RAILWAY AUTHORITY:**

- 5.7.1 After preliminary approval of GAD by DFCCIL, the contractor shall arrange for its approval from the DFCCIL, concerned State Govt. Authorities and concerned Railway Authorities at all levels, by deputing experienced and qualified personnel, at their own cost of manpower, transportation, travelling expenses etc. Approval from State Govt. authorities would also mean approval for closure of LC once the ROB is constructed.
- 5.7.2 If any addition/deletion/alteration/modification are suggested by these authorities the same shall have to be carried out without any extra cost payable to the contractor, till final approval is given by all concerned authorities.

## **5.8 TERM OF REFERENCE**

- 5.8.1 Introduction:
- 5.8.2 DFCCIL/Railway is planning to execute specified Nos of ROB's over existing running lines and over proposed DFCCIL lines in lieu of existing level crossings on Mumbai-Palanpur section as per Annexure-A , Annexure-B and Annexure-C. Besides existing Railway system, new system of DFCCIL is also under construction. In turn ROB are to be planned & designed in conformity with both Railway and DFCCIL system as well as state Government & Local Authorities requirement.
- 5.8.3 Objective of Consultancy
- 5.8.4 To carry out the detailed engineering survey of ROB's. This will involve preparation of plans, design, estimates, and approval of drawings from Railway, DFCCIL & State Government and structural drawings from proof consultant.
- 5.8.5 Scope of Work:
- a) The consultant shall carry out detailed engineering survey and also prepare GANTT chart covering following scope:-
  - b) Engineering
    1. Topographic/ foot-by-foot survey of the proposed ROB site, establishment of horizontal and vertical controls as well as fixing control pillars all along the alignment and identification and verification of DFCCIL/Railway boundary, updating of land boundary plans, if required. Preparation of alignment plans.
    2. Finalization of design parameter of the ROB and develop concept plans indicating modifications on existing layouts and various proposals to suit requirement of the work including joint verification of the proposals.
    3. Development engineering scale plans on 1:500 to suit requirement of new proposals, and assist client in taking approvals from concerned DFCCIL Officials, Railway officials and state Govt. officials.
    4. Computation of additional land width required and prepare documents for land



acquisition. Identification of encroachments coming on alignment and preparation of encroachment plans.

5. Prepare longitudinal section, cross sections etc. in standard scale.
  6. Conduct geotechnical investigation for ROBs and approach structures.
  7. Based on approved concept plans prepare General Arrangement drawings of ROBs, along with submitting preliminary calculations for the sections proposed and assist in taking approvals of GAD from Railway, DFCCIL as well as State Govt.
  8. Based on approved GAD's of ROBs etc. prepare detailed design and working drawings including phase work where necessary. Organize the proof checking of drawings and designs by the proof consultant from IIT/other Institute of repute approved by DFCCIL/Railway.
  9. Prepare design and drawings of other relevant structures, drainage, parapet walls, crash barrier, bearings, wearing course, water supply arrangement either affected or additionally required and prepare plans for diversion of utilities.
  10. Survey of existing infringements, and modification of structures, if any, to remove the existing infringement.
  11. Prepare detailed Civil Engineering estimate and tender schedule based on BOQ, approved plans and detailed designs.
  12. Prepare BOQ for different bid packages supported with quantity take-off sheets, rate analysis based on latest market survey and budgetary quotations/vouchers and technical specifications.
  13. Wherever required detailed planning for road diversion of existing L.C and adjoining LC in consultation with State Govt/Local Authorities.
- c) Electrical
1. Survey and collect site details of OHE (Cross section, type of structure & implantation) including sectioning arrangement, HT-LT cables and their routes, LT supply arrangements, Clearance from over line structures, Bonding and earthing, where ever required.
  2. New works under planning/ sanctioned on Rlys/ DFCCIL affecting the proposed works, where ever required.
  3. Geotechnical survey in connection with foundation work of OHE masts, where ever required.
  4. Prepare OHE sectioning diagrams for all lines of open route and yards indicating the existing /proposed sectioning, if required.
  5. Prepare illumination design for Proposed ROB, and also of affected stations platforms, FOB, sub ways and circulating areas, if any.
  6. Prepare site plans for relocation of electrical assets /service building like LT cubicles, cables etc, if any.

7. Prepare the schedules of works including dismantling of existing assets wherever required and their disposal, for OHE, Traction substation and feeding arrangement, RE-Routing of cables, General electrical service, if required as per site conditions.
8. Prepare the detailed estimate including rate analysis, where ever required.
9. Prepare BOQ for different bid packages supported with quantity takeoff sheets, rate analysis based on latest market survey and budgetary quotations/vouchers and technical specifications, where ever required.
10. The consultant shall prepare designs conforming to latest IEC/RDSO/BIS/Rly, Specifications and manuals and extant practices of W.Rly, where ever required.

d) Signaling and Telecommunication

1. Detailed Survey of existing signaling and communication cables, location boxes, signals, Track circuits, Points etc and develop cable route plans indicating existing as well as proposed cable routes, location boxes, signal units etc. S&T gears coming as infringement should be clearly indicated with proposed scheme for relocation / modification / shifting or replacement, where ever required.
2. Detailed survey and study of Telecommunication installations like, OFC, Tele communications exchanges, train indicators, PA systems, TMS etc. likely to be affected due to the proposed alignment & structures and to suggest alternative arrangements in case of relocation and modification of any telecommunications installation /equipment duly supported by necessary plans and drawings, where ever required.
3. Based on approved Engineering plan for yards, prepare Signalling plans, conforming to DFCCIL/ Western Railway practice, where ever required.
4. Based on approved signalling plans, prepare cable route plans, cable core charts and location details, where ever required.
5. The extant DFCCIL/Western Railway practice of design and drawing shall be followed while preparation of above plans/drawings, where ever required.
6. Alteration / modification of any signalling plan & Drawings shall be drawn on the existing plans / drawings clearly indicating position of both existing and new, where ever required.
7. Prepare detailed estimate for Signalling and telecommunication works, based on approved plans and conforming to latest RDSO/BIS specifications, manuals and extant practice of DFCCIL/Western Railway, where ever required.
8. Prepare BOQ for different bid packages supported with quantity takeoff sheets, rate analysis based on latest market survey and budgetary quotations/vouchers and technical specifications, where ever required.

5.8.6 Professional Expertise:

The consultants shall provide in addition to the team leader, expertise in the following areas concerning the project:

- a) Total Survey station, ROB layouts, geo technical investigation, bridge engineering, and structural design.
- b) Electrical, Signaling and Telecommunication systems, where ever required
- c) Cost Estimation, preparation of all types of drawings on AutoCAD for Civil, Electrical and S&T works.
- d) Preparation of bid documents for construction and Project Management consultancy.
- e) Construction of DFCCIL/Railway projects including Phase working in Open line conditions and quality control.
- f) Project Management experience so as prepare a workable PMC bid document and state-of-the art structures.

#### 5.8.7 Deliverables

All deliverables such as plans, drawings, estimates, BOQ, specifications etc. shall be submitted in 2 sets upto every draft stage till approved by DFCCIL/Railway. After DFCCIL/Railway's approval, 8 copies will be provided of all plans requiring approval from Railways/outside bodies. After final approval, all deliverables shall be provided in 5 sets except the bid drawings, which shall be submitted in 20 sets to enable processing of bids. Soft copies of draft and final documents, drawings, etc. shall also be submitted on CDs. Consultant may note that drawings and designs may require revisions and multiple submissions at draft stage. The cost of all deliverables shall be borne by consultant except for the drawings, which shall be paid by client @rates as under:

White prints (black & white, colour) - Rs 200 per print

Tracing (black & white, colour)- Rs 300 per print

Note- No payment shall be made for correction done on existing print/tracing or schematic sketches submitted with reports.

#### 5.8.8 Review meetings

- a) The DFCCIL/Railway will constitute a Steering committee of officers of the Division/HQ of Western Railway and DFCCIL for a coordinated approach in deciding the technical and inter related issues, approvals and for monitoring the progress of the work.
- b) Proof Consultant duly approved by DFCCIL/Railway shall be engaged to check and approve designs of various structures submitted by the consultants. The payment of proof consultant shall be made by the Consultant i.e. Contractor.
- c) The recommendations, suggestions and directives given by the Committee and the proof consultants would be given due weightage and consideration by all the agencies working for the project. Minutes of the meeting (Draft to be prepared by Consultant) for the various review meetings shall be the basis for the revisions in the design and technical parameters.

5.8.9 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

- a) Scope of the Services of the Consultants
- b) The various activities of the proposed consultancy job for the projects mentioned above shall be conducted in the following stages
  1. Stage – I : Collection of existing plans, report, data, finalizing designs parameters study of alignment and plans proposed at feasibility stage, site verification of proposed plan and modification if any and submission of inception report.
  2. Stage – II : Survey and preparation of detailed layout plan of ROB, geo-technical investigations; preliminary design of structures including GAD. Planning for signaling & telecommunication requirement; planning for OHE modification.
  3. Stage – III : Detailed design of structures based on approved GAD, preparation of execution drawings, design of signalling and OHE arrangements, detailed estimates of the project, bill of quantities, technical specifications.

5.8.10 TASKS TO ACHIEVE OBJECTIVE

5.8.11 The following activities will be carried out during Detailed Engineering study:

- a) **Scope of work for stage -I**
  1. Collection of Existing plans, Data and Documents, reports pertaining to civil engineering, OHE and power supply, signalling & telecommunication, and other details of existing corridors from the Client.
  2. Review of Feasibility Report as well as alignment proposed at that stage, site verification of proposal and identification of changes/ additional structures due to recent developments.
  3. Finalisation of Parameters and Design Norms in consultation with the DFCCIL/Railway.
  4. Review of available Geotech data in the existing feasibility report and other reports and determine additional GT data requirements.
  5. Preparation and submission of Inception report.
- b) **Scope of work for stage - II**
  1. Topographical Survey
    - A) Mobilization of survey team.
    - B) Establishment of Horizontal and Vertical alignment of Control Pillars all along the proposed ROB.
    - C) Topographic Survey of existing LC along with proposed ROB.
  2. Geotechnical (GT) Investigations :

Geo-technical investigations proposed to be carried out are as given below:

A) Carry out geotechnical investigation in consultation with Railway/DFCCIL.

**3. Geotechnical Investigation for ROB**

A) One borehole of 30 m depth or 5m in the refusal strata where SPT N value is more than 100, whichever is earlier, will be drilled at every pier /abutment location along the proposed alignment. Visual soil classification, conducting of SPT and collection of UD samples will be done at an interval of 1.5m.

B) Preparation and submission of Geotechnical Investigation Report

C) The entire field and laboratory test data will be reviewed and analyzed. Bearing capacity of the strata will be computed for rational design of foundations of the proposed Road Over bridges. Report, with relevant drawings and geotechnical recommendations, shall be submitted to the client for approval. After approval, final report will be submitted

**4. Preparation of GAD, Cost sharing agreements for ROBs:**

A) Collect as-built plan from DFCCIL/Railway. In case plans not available being old records, then take site measurements and prepare plan showing affected features in detail.

B) Preparation of GAD for ROBs, other affected buildings and structures showing modification to suit proposed spans. Submission and approval of Cost sharing agreements for ROBs

**c) Scope of work for stage - III**

Detailed Engineering and Construction drawings:

1. Based on approved detailed GADs, longitudinal section shall be submitted. Phase working of execution of ROBs to be submitted.

**2. Detailed Design of Structures**

A) Detailed design of Road Over bridges & all the components shall be carried out by using latest computer software's for design and analysis. It shall be ensure that all relevant DFCCIL/Indian Railway bridge rule IRC/ IRS Codes and specifications are followed for the most economical design of structures. The construction drawings shall be prepared for the cable profile & prestressing stages for PSC Girders. Similarly, reinforcement details shall be furnished for RCC slab bridges for composite girders. Typical drawings for reinforcement details covering repetitive elements shall be prepared with suitable reference, if required. Further design of elastomeric bearing shall also be carried out and drawings shall be furnished. In case of POT Bearing, if any, performance requirement shall be specified and the design shall be furnished by the suppliers before execution. In case the bridge is in curve, the superstructure shall be designed separately even through it may have the same span length and accordingly shall be treated as separate bridge design.

B) The design will be submitted to DFCCIL/Railways.

- C) After incorporating DFCCIL and Railway's comments, the design will be submitted to proof consultant.
- D) Incorporate comments of proof consultant and get DFCCIL/Railway's approval of the design.

3. Detailed Estimate

- A) Based on approved plans for execution for Civil, Electrical and S&T, detailed estimate in Performa prescribed in Engineering code will be prepared. The details given in engineering code and other requirement of DFCCIL/Railways would be incorporated. Provision of different departments to be kept in estimate will have to be furnished by DFCCIL/Railway.

4. Bill of Quantities and Technical specification

- A) BOQ, specification, rate analysis and tender document for Civil, electrical, S&T based on approved plans fit for construction. Detailed estimate, bill of quantities, technical specification, rate analysis etc. will be prepared as per guidelines issued by DFCCIL/Railway.
- B) The Bill of Quantities shall be prepared using the approved detailed drawings of various components of Civil, Electrical and Signalling works for accurate assessment of items for estimation. While preparing the cost estimates the rate of major items shall be obtained from market, executed/under execution for similar project and as available with DFCCIL/Railway. The rates of items shall be analyzed as per Standard practice for fair assessment of rates for ascertaining cost.
- C) Technical specification of different item of work, so as to suite execution drawing will be prepared.

**5.9 PAYMENT SCHEDULE**

- 5.9.1 The scope of Section-6 (Schedule of Quantities) item -1 consist serial number 1 to 6 of Table- I below of Clause 5.9 includes entire ROB including bridge portion (Railway Portion) as well as Approaches of ROB (non Railway portion) and Level Crossings covered in Annexure -A.
- 5.9.2 Similarly, the scope of Section-6 (Schedule of Quantities) item -1 also consist serial number 7 to 11 of Table- I below of Clause 5.9 includes bridge portion of ROB (Railway Portion) and Level Crossings covered in Annexure -A.
- 5.9.3 The payment will be made as specified in Section-6 (Schedule of Quantities) item -1 i.e. ROB wise and payment will be made against each ROB and on completion of each activity, as per break up as mentioned below (Table -I):-

**Table-I**

<b>Sno</b>	<b>Break Up for Payment of Works</b>	<b>Percentage</b>
1	Field survey & Concept plan	10%

2	Geo- technical investigations	10%
3	Land acquisition plans, utility relocation plans etc	5%
4	Preparation of GAD	10%
5	Approval of GAD from local authorities, Railway and DFCCIL	10%
6	Preparation of cost sharing agreement and approval / signature from local authorities, Railways and DFCCIL.	5%
7	Submission of detailed structural design and drawing, including design and drawing for launching/erection scheme/ staging of Girders	10%
8	Approval of detailed structural design and drawing, including design and drawing for launching/erection scheme/ staging of Girders and including phase work, if any	10%
9	Estimate BOQ / Tender schedule & specifications	10%
10	Guidance during the construction stage, including around one site visit, per month, when considered necessary by DFCCIL of the project, during critical phases of the work to offer guidance to the contractor / site Engineers. It includes incorporating changes in design and drawing if required during construction stages.	10%
11	On commissioning of Project	10%
	<b>Total</b>	<b>100%</b>

- 5.9.4 The scope of Section-6 (Schedule of Quantities) item -2 consist serial number 1 of Table- II below of Clause 5.9 includes entire ROB including bridge portion (Railway Portion) as well as Approaches of ROB (non Railway portion) and Level Crossings covered in Annexure -B.
- 5.9.5 The scope of Section-6 (Schedule of Quantities) item -2 consists serial number 2 to 6 of Table- II below of Clause 5.9 includes only bridge portion of ROB (Railway Portion) and Level Crossings covered in Annexure -B.
- 5.9.6 The payment will be made as specified in Section-6 (Schedule of Quantities) item -2 i.e. ROB wise and payment will be made against each ROB and on completion of each activity, as per break up as mentioned below (Table -II):-

**Table-II**

<b>Sno</b>	<b>Break Up for Payment of Works</b>	<b>Percentage</b>
1	Correction in Approved GAD, if any (Prepared by separate Agency) and Preparation of cost sharing agreement and approval / signature from local authorities, Railways and DFCCIL.	9.10%
2	Submission of detailed structural design and drawing, including design and drawing for launching/erection scheme/ staging of Girders	18.18 %

3	Approval of detailed structural design and drawing, including design and drawing for launching/erection scheme/ staging of Girders and including phase work, if any	18.18%
4	Estimate BOQ / Tender schedule & specifications	18.18%
5	Guidance during the construction stage, including around one site visit, per month, when considered necessary by DFCCIL of the project, during critical phases of the work to offer guidance to the contractor / site Engineers. It includes incorporating changes in design and drawing if required during construction stages.	18.18%
6	On commissioning of Project	18.18%
	<b>Total</b>	100%

- 5.9.7 The payment for Section-6 (Schedule of Quantities) for item -3 will be made as specified in Section-6 (Schedule of Quantities) for item -3 i.e. ROB wise.
- 5.9.8 Payments will be made as per the actual completion of billed work and certification there on, regarding such completion to the satisfaction of DFCCIL and such completion being as per the conditions of contract, by the engineer nominated by the DFCCIL, as per the accepted rates, terms and condition.
- 5.9.9 If the billed amount is found to be incorrect during the detailed scrutiny then penalty of 5% of the billed amount shall be imposed and deducted from the bill.
- 5.9.10 No price escalation is permitted and price escalation clause is not permitted in this tender.

#### **5.10 TIME SCHEDULE:**

- 5.10.1 The total time allowed for the completion of work is 36 months including mobilization of Man Power and machines etc. at site, to be reckoned from the date of issue of letter of acceptance by DFCCIL. However, the clause 4.32 of Tender document related to delay will apply separately as specified vide clause 5.10.
- 5.10.2 The total time allowed for item no 1 of Section 6 Schedule of Quantities for items/activities covered under serial no 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Table 1 under Clause 5.9 of Tender document is 11 months and for items/activities covered under serial no 10, 11 of Table 1 under Clause 5.9 of Tender document is 36 months including mobilization of Man Power and machines etc. at site, to be reckoned from the date of issue of letter of acceptance by DFCCIL.
- 5.10.3 The total time allowed for item no 2 of Section 6 Schedule of Quantities for items/activities covered under serial no 1, 2, 3 and 4 of Table 2 under Clause 5.9 of Tender document is 11 months and for items/activities covered under serial no 5 and 6 of Table 2 under Clause 5.9 of Tender document is 36 months including mobilization of Man Power and machines etc. at site, to be reckoned from the date of issue of letter of acceptance by DFCCIL.



5.10.4 The total time allowed for item no 3 of Section 6 Schedule of Quantities is 11 months. The total allowed for the work is 36 months including mobilization of Man Power and machines etc. at site, to be reckoned from the date of issue of letter of acceptance by DFCCIL.

#### **5.11 ADDITIONAL WORK:**

5.11.1 In case of any unforeseen development as per technical requirement, drilling has to be carried out beyond the limits prescribed in the BOQ, no additional payment shall be made to the contractor for any additional depth up to 5m beyond the upper limit of the depth prescribed in the BOQ. For any further depth beyond 5m as indicated above, the rate shall be negotiated/mutually decided depending upon actual technological condition.

5.11.2 Engineer of representative of DFCCIL shall have the power to make any alteration, deletion, addition or substitution in the original scope and specification of work and no claim whatsoever on account of the above shall be entertained except for the payment for the actual work done on agreed rates for original items of the contract and negotiated and approved rates for new item.

#### **5.12 QUANTITY VARIATION:**

5.12.1 The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

5.12.2 The DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

5.12.3 Individual NS items in contracts shall be operated with variation of plus 25% and minus 25% payment would be made as per the agreement rate.

a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.

b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.

5.12.4 The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

5.12.5 Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the

concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

- 5.12.6 Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of Finance and approval of Tender Accepting Authority.
- 5.12.7 For decrease beyond 25% for individual items or 25 % of contract agreement value, the approval of an officer not less than rank of Tender Accepting Authority may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

**5.13 CONFLICT OF INTEREST:**

- 5.13.1 Normally a company / firm individually or as a member of the JV/Consortium, who is awarded this work, will not be permitted to bid for the construct tender or design and construct tender for the same work.

**6. SECTION-6****Schedule of Approximate Quantities**

Tender No. "DFCC/ADI/GAD/4/2012-13"

**Name of Work:** "Preparation of General Arrangement Drawings and detail design for proposed Road Over Bridges in lieu of existing Level crossing and scheme for modification/rebuilding of existing ROB's between Mumbai to Palanpur on Western Dedicated Freight Corridor comprising of Engineering survey; Geotechnical investigations; Preparation of general arrangement drawings and detail design, Preparation of Land Acquisition Plans; Preparation of estimate, Schedule of quantities and Comprehensive tender documents for the contract and getting the GADs approved from concerned State Government and Railway authorities etc including temporary diversions, temporary Level Crossing."

Sr. No.	Description of Item	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	<p>Designing of foundation, substructure and superstructure of bridge, bearings, temporary arrangements, launching scheme, etc. of ROB's for DFCCIL between stations Mumbai to Palanpur including preparation of detailed structural drawings for construction of ROB as per Special Conditions of Tender and Term of Reference.</p> <p>Rate includes preparation of GAD, Geotechnical investigations, Detail design, schedule of quantities with specifications, special tender conditions &amp; Terms of Reference(TOR) required for execution of work.</p> <ul style="list-style-type: none"> <li>The scope includes <b>Clause 5.9 Table-I</b>, Serial number 1 to 6, where items specified includes entire ROB i.e. Railway Portion {Bridge Portion} as well as approaches of ROB {non Bridge</li> </ul>	Each LC/ ROB	42	660000	27720000

	<p>portion}, and Clause 5.9 Table-I, Serial number 7 to 11, where items specified includes Railway Portion i.e. ROB {Bridge portion}</p> <ul style="list-style-type: none"> <li>List of LCs <b>Annexure-A</b></li> </ul>				
2	<p>On previously approved GAD plans of ROBs (prepared by Separate Agency), Designing of foundation, substructure and superstructure of bridge, bearings, temporary arrangements, launching scheme, etc. of ROBs for DFCCIL between stations Mumbai to Palanpur including preparation of detailed structural drawings for construction of ROB as per Special Conditions of Tender and Term of Reference.</p> <p>Rate includes preparation of schedule of quantities with specifications, detail design, special tender conditions &amp; Terms of Reference (TOR) (excluding Geotechnical investigations, preparation and approval of GADs ) required for execution of work (For Bridge proper/Railway portion)</p> <ul style="list-style-type: none"> <li>The scope includes <b>Clause 5.9 Table-II</b>, Serial number 1, where items specified includes entire ROB i.e. Railway Portion {Bridge Portion} as well as approaches of ROB {non Bridge portion}, and Clause 5.9 Table-II, Serial number 2 to 6, where items specified includes Railway Portion i.e. ROB {Bridge portion}</li> <li>List of LCs <b>Annexure-B</b></li> </ul>	Each LC/ROB	33	360000	11880000

3	Preparation of a detailed scheme for modification/rebuilding of the existing ROB at the location mentioned in Annexure-C and preparing plans for the scheme at the suggested locations for the new ROB.  List of ROB Annexure-C	Each ROB	2	39326	78652
<b>TOTAL FOR SCHEDULE Rs.</b>					<b>3,96,78,652</b>

The rate will be \_\_\_\_\_ % (Percentage) below/above (to be filled by the bidder in figure). The rate will be \_\_\_\_\_ % (Percentage) below/above (to be filled by the bidder in words).

**Note:**

1. The above rates are inclusive of all taxes unless otherwise specified in the tender document.
2. The tenderer is required to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule. In case of discrepancy, rate quoted in words shall prevail.
3. List of LC s as per Annexure-A, B and C.
4. Payment will be made ROB wise as per break given vide Clause 5.9 of Tender Document.

**Declaration by the tenderer**

(1) I/We am/are signing this document after carefully reading the contents.

(2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

**Signature of tenderer/s**

Address:

**List of Level Crossing proposed for GAD preparation and design of ROB**

Sr.No.	CPM	Name of major section	Block section	LC No.	Location Railway (KM)
1	Mumbai	Virar-Surat	Vaitarna-Saphale	42	76/10-12
2	Mumbai	Virar-Surat	Kelve Road-Palghar	46A	90/10-11
3	Mumbai	Virar-Surat	Palghar-Boisar	48	95/8-10
4	Mumbai	Virar-Surat	Palghar-Boisar	52	102/21-23
5	Mumbai	Virar-Surat	Boisar-Vangaon	55	110/14-16
6	Mumbai	Virar-Surat	Dahanu Road-Gholvad	57	125/10-12
7	Mumbai	Virar-Surat	Dahanu Road-Gholvad	60	131/1-3
8	Mumbai	Virar-Surat	Dahanu Road-Gholvad	61	134/16-18
9	Mumbai	Virar-Surat	Gholvad-Umbergaon	64	139/20-22
10	Mumbai	Virar-Surat	Gholvad-Umbergaon	66	143/30-32
11	Mumbai	Virar-Surat	Sanjan-Bhiladi	69	150/20-22
12	Mumbai	Virar-Surat	Sanjan-Bhiladi	71	155/16-18
13	Surat	Virar-Surat	Bhiladi-Karambeli	75	164/18-20
14	Surat	Virar-Surat	Pardi-Atul	92	189/24-26
15	Surat	Virar-Surat	Atul-Valsad	97	195/2-4
16	Surat	Virar-Surat	Amalsad-Ancheli	114	225/14-16
17	Surat	Virar-Surat	Ancheli-Vedchha	115	226/0-2
18	Surat	Virar-Surat	Vedchha-Hansapore	118	228/30-32
19	Surat	Virar-Surat	Maroli-Sachin	137	250/0-2
20	Surat	Virar-Surat	Bhestan-Udhna	143	257/20-22
21	Vadodara	Surat-Vadodara	Kosad-Gothangam	149	277/16-18
22	Vadodara	Surat-Vadodara	Gothangam-Sayan	150	278/14-16
23	Vadodara	Surat-Vadodara	Sayan-Kim	153	281/28-30
24	Vadodara	Surat-Vadodara	Sayan-Kim	154	283/10-12
25	Vadodara	Surat-Vadodara	Sayan-Kim	156	287/12-14
26	Vadodara	Surat-Vadodara	Kim-Kosamba	163	301/30-302/02
27	Vadodara	Surat-Vadodara	Panoli-Ankleshwar	166	308/10-12
28	Ahmedabad	Palanpur-Ahmedabad	Karjoda-Palanpur	165	650/3-4
29	Ahmedabad	Palanpur-Ahmedabad	Karjoda-Palanpur	166	651/2-3
30	Ahmedabad	Palanpur-Ahmedabad	Palanpur-Umerdashi	169	653/6-7
31	Ahmedabad	Palanpur-Ahmedabad	Palanpur-Umerdashi	171	658/1-2

## Tender No. "DFCC/ADI/GAD/4/2012-13"

Sr.No.	CPM	Name of major section	Block section	LC No.	Location Railway (KM)
32	Ahmedabad	Palanpur-Ahmedabad	Dharewada-Siddhapur	188	681/2-3
33	Ahmedabad	Palanpur-Ahmedabad	Kamli-Unjha	199	694/3-4
34	Ahmedabad	Palanpur-Ahmedabad	Unjha-Bhandu Moti Dau	208	706/9-707/0
35	Ahmedabad	Palanpur-Ahmedabad	Mahesana-Jagudan	202X	721/2-3
36	Ahmedabad	Palanpur-Ahmedabad	Jagudan-Umbliyan	208	727/7-8
37	Ahmedabad	Palanpur-Ahmedabad	Jagudan-Umbliyan	211	732/0-1
38	Ahmedabad	Palanpur-Ahmedabad	Umbliyan-Dangarwa	214	735/1-2
39	Ahmedabad	Palanpur-Ahmedabad	Dangarwa-Jhulasan	220	743/3-4
40	Ahmedabad	Palanpur-Ahmedabad	Jhulasan-Kalol	227	751/6-7
41	Ahmedabad	Ahmedabad-Viramgam	Ambli Road-Sanand	17	519/2-3
42	Ahmedabad	Ahmedabad-Viramgam	Sanand-Chharidi	22A	524/3-4

**List of Level Crossing proposed for design of ROBs**

Sr.No.	CPM UNIT	Name of major section	Block section	LC No.	Location Railway (KM)
1	Mumbai	Virar-Surat	Sanjan Yard	68	149/22-24
2	Surat	Virar-Surat	Sanjan-Bhiladi	74	160/20-22
3	Surat	Virar-Surat	Karambeli-Vapi	77	166/20-22
4	Surat	Virar-Surat	Vapi-Bagwada	81	175/4-6
5	Surat	Virar-Surat	Vapi-Bagwada	82	177/6-8
6	Surat	Virar-Surat	Bagwada-Udvada	84	178/22-24
7	Surat	Virar-Surat	Udvada-Pardi	87	181/18-20
8	Surat	Virar-Surat	Udvada-Pardi	88	182/22-24
9	Surat	Virar-Surat	Pardi-Atul	90	187/32-34
10	Surat	Virar-Surat	Atul-Valsad	94	191/18-20
11	Surat	Virar-Surat	Valsad-Dungri	101	203/28-204/2
12	Surat	Virar-Surat	Valsad-Dungri	102	207/14-16
13	Surat	Virar-Surat	Jora Vasani-Bilimora	106	212/10-12
14	Surat	Virar-Surat	Jora Vasani-Bilimora	107	215/10-12
15	Surat	Virar-Surat	Jora Vasani-Bilimora	108	216/16-18
16	Surat	Virar-Surat	Jora Vasani-Bilimora	109	216/30-32
17	Surat	Virar-Surat	Amalsad-Ancheli	111	221/24-26
18	Surat	Virar-Surat	Gandhi Smriti-Navsari	124	234/4-6
19	Surat	Virar-Surat	Gandhi Smriti-Navsari	126	236/8-10
20	Surat	Virar-Surat	Navsari-Maroli	127	237/10-12
21	Surat	Virar-Surat	Navsari-Maroli	130	241/20-22
22	Surat	Virar-Surat	Maroli-Sachin	133	245/30-32
23	Surat	Virar-Surat	Sachin-Bhestan	138X	252/8-10
24	Vadodara	Surat-Vadodara	Gothangam-Sayan	151	280/6-8
25	Vadodara	Surat-Vadodara	Sayan-Kim	158	290/8-10
26	Vadodara	Surat-Vadodara	Kim-Kosamba	160	296/26-28
27	Vadodara	Surat-Vadodara	Kim-Kosamba	161	298/20-22
28	Vadodara	Surat-Vadodara	Panoli-Ankleshwar	165	306/10-12
29	Ahmedabad	Palanpur-Ahmedabad	Siddhapur-Kamli	191X	685/2-3
30	Ahmedabad	Palanpur-Ahmedabad	Chhapi-Dharewada	179	669/6-7
31	Ahmedabad	Palanpur-Ahmedabad	Dharewada-Siddhpur	189	681/8-9
32	Ahmedabad	Palanpur-Ahmedabad	Kamli-Unzha	200	694/12-13
33	Ahmedabad	Palanpur-Ahmedabad	Kamli-Unzha	201	695/2-3



**Annexure-C**

**List of ROBs proposed for design for modification/rebuilding of ROBs**

S.No.	CPM Unit	ROB	Zonal Railway	IR Km
1	ADI	Mehsana ROB	WR	715/6-7
2		Palanpur ROB	WR	652/6-7

<b>ANNEXURE - I</b>	
<b>TENDERER(S)'S GENERAL INFORMATION</b>	<b>PROOF ATTACHED AT PAGE</b>
1. Name of firm.	
2. Full name of Contractor/s:	
3. Year of Establishment.	
4. Registered Head Office :- Address: -	
5. Operation Address if different from above:	
6. Branch Office in India:	
7. Constitution of firm give full details including name of Partners/Executive/s power of Attorney holders etc.	
5. Particulars of Registration with Government Semi-Government Organization, Public sector under-Taking and local bodies etc.	
6. Bank A/C No of Firm with RTGS code for electronic clearance of the payment	
7. Telephone Number	
8. E-mail address & Web Site	
9. Telefax Number	
10. ISO Certification, if any {If yes, please furnish details}	
11. Pan No:	
12. PF / EPF Registration No:	
13. Service Tax Registration No:	
<p>1. The information furnished above shall be supported by authentic documents including registration number of the firm.</p> <p>2. The copies of documents submitted shall be duly attested by a Gazetted officer.</p>	
Signature of the Tenderer/s: -	

**ANNEXURE - II**

**Self Certificate**

- a. I/We have downloaded the tender form from the internet site www.dfcc.in and www.dfccil.org. and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
  
- b. I/we are submitting a demand draft No..... dated .....issued by .....or original money receipt No ..... deposited with .....station for Rs.. ..... towards the cost of tender form.
  
- c. I/We certified that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening of tenders/Tenders.

Signature of the Tenderer/s:

**Annexure - III**

**FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE GUARANTEE (PG).**

**(The Bank Guarantee(BGs) to be submitted by the suppliers/ contractors should be sent directly to "Chief Project Manager; DFCCIL; First Floor Old DRM Office, Kalupur, Ahmedabad-380 002" by the issuing Bank under Registered Post A. D.)**

To.  
Chief Project Manager;  
DFCCIL;  
First Floor Old DRM Office,  
Kalupur, Ahmedabad-380 002

In consideration of the Chief Project Manager; DFCCIL (hereinafter called " DFCCIL") having agreed to accept from.....hereinafter called "the said Contractor/s"), under the terms and conditions of an Agreement/ Acceptance letter dated.....made between.....and.....(hereinafter called "the said Agreement")the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rupees.....only). We, .....(indicate the name of the Bank hereinafter referred to as "the Bank") at the request of .....contractor/s do hereby under take to pay the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We.....indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
2. We under take to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have no .....against us for making such payment.
3. We, .....(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/ Warrantee

Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till .....office/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall discharge from all liability under this guarantee thereafter.

4. We, .....(indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).
6. We, .....(indicate the name of Bank) .....undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

Dated this .....day of.....2013

For. \_\_\_\_\_

(Indicate the name of the Bank)

Signature of Tenderer(s)

**Annexure - IV**

FORM OF AGREEMENT  
(To be executed on requisite value of stamp papers)

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between DFCCIL, acting through Chief Project Manager, DFCCIL, First Floor Old DRM Office, Kalupur, Ahmedabad-380 002. (herein after called the "DFCCIL" )of the one part and ( Name / address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL 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) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as hereinafter mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL 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.

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

(Name, Designation and address of the signatory)

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

Witness:

- (i)
- 1.

(Name, Designation and address of the authorised authorised signatory)

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

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated.

**Annexure V**

**CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL**

I/WE THE UNDER SIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I /WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE DFCCIL EXCEPT THE NAMES MENTIONED HEREIN UNDER :

1.....

2.....

3.....

AND SO ON .....

NOTE:- NAMES, DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE TENDERER(S)'S RELATIVE IN DFCCIL TO BE MENTIONED BY THE TENDERER(S)/TENDERER(S)S IN 1,2,3 AND SO ON ABOVE.

SIGNATURE OF TENDERER(S)/TENDERER(S)S

**Annexure-VI****Details of works completed in last three financial years including current financial year**

S. No	Name of Work	Acceptance letter no	Date of Acceptance letter	Organization for whom work is being done	Final Cost of Work	Date of commencement of Work	Date of Actual completion of Work	Certificate /Credentia available at Page No	Remarks
1	2	3	4	5	6	7	8	9	10

**NOTE:-**

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.

Signature of the Tenderer/s: -



**Annexure-VII****Details of works under progress in last three financial years including current financial year**

S. No	Name of Work	Acceptance letter no	Date of Acceptance letter	Organization for whom work is being done	Final Cost of Work	Date of commencement of Work	Date of Actual completion of Work	Certificate /Credentia l available at Page No	Remarks
1	2	3	4	5	6	7	8	9	10

**NOTE:-**

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.

Signature of the Tenderer/s: -

**END  
OF  
DOCUMENT**