

Tender No. "DFCC/ADI/GAD/5/2012-13"

Dedicated Freight Corridor Corporation of India Ltd.

Name of Work: - Preparation of General Arrangement Drawings for proposed Road Under Bridges in lieu of existing Level crossings between Kalol to Palanpur, Ambli to Sanand, Palanpur to Chandisar on Western Dedicated Freight Corridor comprising of Engineering survey; Preparation of general arrangement drawings, and getting the GADs approved from DFCCIL, concerned State Government and Railway authorities etc including temporary diversions i.e. temporary Level Crossing etc.

Single Packet OPEN TENDER

Tender No- DFCC/ADI/GAD/5/2012-13

**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) BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPILED BEFORE SEALING THE TENDER DOCUMENT:-

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

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

**Tender No.
DFCC/ADI/GAD/5/2012-13**

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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 for proposed Road Under Bridges in lieu of existing Level crossings between Kalol to Palanpur, Ambli to Sanand, Palanpur to Chandisar on Western Dedicated Freight Corridor comprising of Engineering survey; Preparation of general arrangement drawings, and getting the GADs approved from DFCCIL, concerned State Government and Railway authorities etc including temporary diversions i.e. temporary Level Crossing etc.

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. 66,900/-** 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.

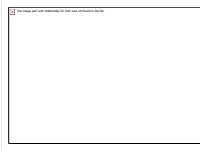
2. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5 % of the contract value to the Railway within 30 days after issue of letter of acceptance and before signing of the agreement

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 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

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

NOTICE FOR INVITING BIDS

Tender No.	DFCC/ADI/GAD/5/2012-13
Name of Work	Preparation of General Arrangement Drawings for proposed Road Under Bridges in lieu of existing Level crossings between Kalol to Palanpur, Ambli to Sanand, Palanpur to Chandisar on Western Dedicated Freight Corridor comprising of Engineering survey; Preparation of general arrangement drawings, and getting the GADs approved from DFCCIL, concerned State Government and Railway authorities etc including temporary diversions i.e. temporary Level Crossing etc.
Estimated Cost of Work	Rs. 33,45,000/-
Completion Period	Eleven Months
Type of BID	Single Packet Open Tender
Earnest Money	Rs. 66,900/-
Date and time of submission of filled tender document	up to 14:00 Hrs of 06.06.2013
Date and time of opening of tender	at 15:00 Hrs of 06.06.2013
Similar Nature of Work:-	<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>For this tender Similar Nature of Work means:- "Any work of Preparation of GAD of bridges/ RUBs/ Rail Flyovers/ Road under Bridges/ Flyovers "</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 Employer/Client, TDS certificate/Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender.</p>
Authority and place for	Dedicated Freight Corridor Corporation of India Ltd.,

submission of completed tender document	First Floor Old DRM Office, Kalupur, Ahmedabad-380 002
Address for Communication	Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., First Floor Old DRM Office, Kalupur, Ahmedabad-380 002
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 Rs.3000/- (Three Thousand only) by way of DD/Pay Order favour DFCCIL payable at Ahmedabad. The Tender document can also be downloaded from company's website www.dfcc.in & www.dfccil.org and the same will be accepted along with the tender fee of Rs.3000/- (Three Thousand Only) through a separate Demand Draft drawn on any nationalized/scheduled bank favouring "DFCCIL payable at Ahmedabad". Offers without cost of tender paper will liable to reject.

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

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

Dear Sir,

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 detail scope of work is mentioned in Section 5 (Special condition of contract and specification and Terms of reference) and Section 6 (Schedule of Approximate Quantities).

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

S.No	Tender No.	DFCC/ADI/GAD/5/2012-13
1	Name of Work	Preparation of General Arrangement Drawings for proposed Road Under Bridges in lieu of existing Level crossings between Kalol to Palanpur, Ambli to Sanand, Palanpur to Chandisar on Western Dedicated Freight Corridor comprising of Engineering survey; Preparation of general arrangement drawings, and getting the GADs approved from DFCCIL, concerned State Government and Railway authorities etc including temporary diversions i.e. temporary Level Crossing etc.
2	Estimated Cost of Work	Rs. 33,45,000/- (Rs Thirty Five Lakhs only)
3	Completion Period	11 (Eleven Months)
4	Cost of tender document	Rs 3000/- (Rs Three Thousand only)
5	Availability of tender document	Up to 05.06.2013
6	Type of Tender	Open tender, single packet
7	Earnest Money	Rs 66,900/- (Rs Sixty Six Thousand Nine Hundred only)
8	Date and time of submission of Tender	up to 14:00 Hrs. of 06.06.2013
9	Date and time of opening of Tender	06.06.2013 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.
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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 and 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 DFCC 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 DFCC 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 DFCC'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 DFCC:

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 FOR AS UNDER:

1	The Tenderer(s) should have physically completed, during the last three financial years and including the current financial year. Similar Nature of Work:- "Any work of Preparation of GAD of bridges/ RUBs/ Rail Flyovers/ Road under Bridges/ Flyovers"	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.
2	The Tenderer(s) should have received a total contractual amount during the last three financial years and in the	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

	current financial year.	Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender.
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- 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:-
- Name of Agency issuing a certificate.
 - Date of issue of certificate.
 - The name of Work.
 - The Acceptance letter no.
 - The date of issue of Acceptance letter.
 - Agreement no.
 - Date of execution of Agreement.
 - Date of original Completion of Work as per Acceptance Letter.
 - Date of Actual completion of Work.
 - The Amount of Work done as per Agreement (in Rupees).
 - The Final Amount of Work at the time of Completion of Work(in Rupees).
 - 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.
- Government Department/PSU/Cooperatives/Bodies/Institutions.
 - Public Limited Company.
 - Private Limited Company.
 - 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 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, of 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 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 Under Bridges on Western Dedicated Freight Corridor from Kalol to Palanpur, Ambli to Sanand, Palanpur to Chandisar. The preliminary works are being undertaken to prepare preliminary drawings for bridges i.e. Road Under Bridges (RUB) in form of General Arrangement Drawings (GAD). The scope of work under this tender includes:

- a) Engineering survey of proposed alignment of the Road Under Bridges (RUBs) 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 RUB's (wherever applicable).
- b) Collection of data of Preliminary Geotechnical Investigation of site or nearby area previous carried out, if any, from Railway/ DFCCIL.
- c) Preparation of General Arrangement Drawings of the proposed RUBs 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 FOBs/Subways wherever required).
- d) Arranging approval of all GAD's from the concerned State Government, Railway and DFCCIL.
- e) Other details as given in Terms of Reference (TOR) at 5.6.

5.2 DETAILED SCOPE OF WORK:

5.2.1 Engineering survey of proposed alignment of Road Under Bridges -

- a) The contractor shall carry out the engineering survey of the alignment of the proposed RUB for 250 to 300 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 Under bridges (RUB) 50mts on either side of the alignment including its setting out on ground or straight/skew/curve, as the case may be.
- c) Collection of Preliminary Geotechnical Investigation data of site or nearby area previous carried out, if any, from Railway/ DFCCIL.
- d) 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.

- e) Suggesting locations for temporary Level Crossing and diversion of road traffic.
- f) 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.
- g) These pillars should be fixed firmly on the ground and to be engraved with the details of the curve / skew.

5.3 PREPARATION OF LAND ACQUISITION PLAN

- 5.3.1 Preparation of land Acquisition plans for upto 20 mts width or as per requirement on either side of the alignment and for actual length of the RUB 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.

5.4 PREPARATION OF GAD FOR ROAD UNDER BRIDGES:

- a) Contractor shall prepare GAD for all proposed Road Under Bridges (including 250 to 300 m of each approach of all the RUBs) based on preliminary design, proposed alignment as approved by DFCCIL, Geotechnical investigation data previously available if any, 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 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 RUB, 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 of box etc , 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, prepare draft drawings in AUTOCAD, submit the drawings to Railway for approval and carry out corrections/changes till final approval. Bridge loading standards are to be followed as per DFCCIL, Railway, **IRC 5 and IRC 6- 2000**. Preliminary 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 shall be submitted in soft and hard copy for approval. After approval, drawings shall be submitted in five hard copies and two soft copies in CD/DVD. Once paid for all the drawings will be property of DFCC and only DFCC will have all the rights to modify, alter copy or use these drawings in any other way.

- d) List of level crossings where the LC's/RUB's are to be proposed are listed in **Annexure A.**

5.5 APPROVAL OF GAD FROM DSFCCIL, STATE GOVT. AUTHORITIES & RAILWAY AUTHORITY:

- 5.5.1 After preliminary approval of GAD by DFCCIL, the contractor shall arrange for its approval from the 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 RUB is constructed.
- 5.5.2 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.

5.6 TERM OF REFERENCE

- 5.6.1 Introduction:

DFCCIL/Railway is planning to execute specified Nos of RUB's over existing running lines and over proposed DFCCIL lines in lieu of existing level crossings on Kalol to Palanpur, Ambli to Sanand, Palanpur to Chandisar section as per Annexure-A. Besides existing Railway system, new system of DFCCIL is also under construction. In turn RUB are to be planned & designed in conformity with both Railway and DFCCIL system as well as state Government & Local Authorities requirement.

- 5.6.2 Objective of Consultancy

To carry out the detailed engineering survey of RUBs, this will involve preparation of plans, and approval of drawings from Railway, DFCCIL & State Government.

- 5.6.3 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 RUB site, establishment of horizontal and vertical controls as well as fixing control pillars all along the alignment and identification and verification of Railway boundary, updating of land boundary plans, if required. Preparation of alignment plans.
 2. Finalization of design parameter of the RUB 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 railway officials,

DFCCIL officials and state Govt. officials.

4. Identification of encroachments coming on alignment and preparation of encroachment plans.
5. Prepare longitudinal section, cross sections etc. in standard scale.
6. Collection of Preliminary Geotechnical Investigation data of site or nearby area previous carried out, if any, from Railway/ DFCCIL.
7. Based on approved concept plans, prepare General Arrangement drawings of RUBs, along with submitting preliminary calculations for the sections proposed and taking approvals of GAD from Railway, DFCCIL as well as State Govt.
8. Prepare drawings of other relevant structures, drainage, parapet walls, crash barrier, wearing course, water supply arrangement either affected or additionally required and prepare plans for diversion of utilities.
9. Survey of existing infringements, and modification of structures, if any, to remove the existing infringement.
10. Wherever required detailed planning for road diversion of existing L.C and adjoining LC in consultation with State Govt/Local Authorities.

c) Electrical

1. Prepare illumination drawing for Proposed RUB, and also of affected stations platforms, FOB, sub ways and circulating areas, if any.
2. Prepare site plans for relocation of electrical assets /service building like LT cubicles, cables etc, if any.

d) Signaling and Telecommunication

1. Alteration / modification of any signalling Drawings shall be shown in the GAD clearly indicating position of both existing and new.

5.6.4 Deliverables

All deliverables such as plans, drawings etc. shall be submitted in 2 sets upto every draft stage till approved by Railway. After Railway's approval, 5 copies will be provided of all plans requiring approval from Railways/outside bodies. After final approval, drawings shall be submitted in five hard copies and two soft copies in CD/DVD. Soft copies of draft and final documents, drawings, etc. shall also be submitted on CDs. Consultant may note that drawings 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.

5.6.5 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 RUB, preliminary design of structures and Preparation of General Arrangement Drawings (GADs)

5.6.6 TASKS TO ACHIEVE OBJECTIVE

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, 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 Railway/DFCCIL.
 4. Collection of Preliminary Geotechnical Investigation data of site or nearby area previous carried out, if any, from Railway/ DFCCIL and review of available Geotech data in the existing feasibility report and other reports.
 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 RUB.
 - C) Topographic Survey of existing LC along with proposed RUB.
 2. Preparation of GAD for RUBs:
 - A) Collect as-built plan from 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 RUBs, other affected buildings and structures showing modification to suit proposed spans.

5.7 PAYMENT SCHEDULE

- 5.7.1 The scope of Section-6 (Schedule of Quantities) item -1 consist serial number 1 to 3 of Table- I below of Clause 5.7 includes entire RUB including bridge portion as well as Approaches of RUB and Level Crossings covered in Annexure -A.
- 5.7.2 The payment will be made as specified in Section-6 (Schedule of Quantities) item -1 i.e. RUB wise and payment will be made against each RUB and on completion of each activity, as per break up as mentioned below (Table -I):-

Table-I

Sno	Break Up for Payment of Works	Percentage
1	Field survey & Concept plan, etc	29%
2	Land acquisition plans, utility relocation plans etc	13%
3	Preparation of GAD	29%
4	Approval of GAD from local authorities, Railway and DFCCIL	29%
	Total	100%

- 5.7.3 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.
- 5.7.4 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.
- 5.7.5 No price escalation is permitted and price escalation clause is not permitted in this tender.

5.8 TIME SCHEDULE:

- 5.8.1 The total time allowed for the completion of work is 11 months including mobilization of Man Power and machines etc. at site, to be reckoned from the date of issue of letter of acceptance by DFCC.

5.9 ADDITIONAL WORK:

- 5.9.1 Engineer of representative of DFCC 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.

5.10 QUANTITY VARIATION:

- 5.10.1 The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:
- 5.10.2 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.
- 5.10.3 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.
- 5.10.4 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.
- 5.10.5 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.
- 5.10.6 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.
- 5.10.7 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.

5.11 CONFLICT OF INTEREST:

- 5.11.1 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 for proposed Road Under Bridges in lieu of existing Level crossings between Kalol to Palanpur, Ambli to Sanand, Palanpur to Chandisar on Western Dedicated Freight Corridor comprising of Engineering survey; Preparation of general arrangement drawings, and getting the GADs approved from DFCCIL, concerned State Government and Railway authorities etc including temporary diversions i.e. temporary Level Crossing etc.."

Sr. No.	Description of Item	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Preparation of General Arrangement Drawing etc. of RUBs for DFCCIL between stations Kalol to Palanpur, Ambli to Sanand, Palanpur to Chandisar including Field survey & Concept plan etc, Land acquisition plans, utility relocation plans etc, Preparation of GAD, Approval of GAD from local authorities, Railway and DFCCIL, as per Special Conditions of Tender (Section 5) and Term of Reference. Rate includes survey and preparation of GAD and approval of GAD from Railway, DFCCIL and State Govt Authorities complete etc. <ul style="list-style-type: none"> • The scope includes Clause 5.7 of the tender document. • List of LCs Annexure-A 	Each LC/ RUB	50	66900/-	33,45,000/-
TOTAL FOR SCHEDULE Rs.					33,45,000/-

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
4. Payment will be made RUB wise as per break given vide Clause 5.7 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 proposed RUB for GAD preparation					
Sr.No.	CPM	Name of major section	Block section	LC No.	Location Railway (KM)
1	Ahmedabad	PNU-ADI	PNU-UM	170	655/1-2
2	Ahmedabad	PNU-ADI	PNU-UM	172	658/9-659/1
3	Ahmedabad	PNU-ADI	UM-CHP	174	661/4-5
4	Ahmedabad	PNU-ADI	UM-CHP	175	662/7-8
5	Ahmedabad	PNU-ADI	UM-CHP	176	664/4-5
6	Ahmedabad	PNU-ADI	UM-CHP	177	667/0-1
7	Ahmedabad	PNU-ADI	UM-CHP	178	667/6-7
8	Ahmedabad	PNU-ADI	CHP-DRW	179	669/3-4
9	Ahmedabad	PNU-ADI	CHP-DRW	180	671/3-4
10	Ahmedabad	PNU-ADI	CHP-DRW	181	673/0-1
11	Ahmedabad	PNU-ADI	CHP-DRW	182	674/1-2
12	Ahmedabad	PNU-ADI	CHP-DRW	183	675/6-7
13	Ahmedabad	PNU-ADI	DRW-SID	187	679/8-9
14	Ahmedabad	PNU-ADI	DRW-SID	189	681/5-6
15	Ahmedabad	PNU-ADI	SID-KMLI	193	686/7-8
16	Ahmedabad	PNU-ADI	SID-KMLI	194	687/8-9
17	Ahmedabad	PNU-ADI	KMLI-UJA	197	691/9-692/0
18	Ahmedabad	PNU-ADI	KMLI-UJA	198	693/5-6
19	Ahmedabad	PNU-ADI	KMLI-UJA	201	695/0-1
20	Ahmedabad	PNU-ADI	UJA-BHU	203	697/6-7
21	Ahmedabad	PNU-ADI	UJA-BHU	204	700/3-4
22	Ahmedabad	PNU-ADI	UJA-BHU	206	703/0-1
23	Ahmedabad	PNU-ADI	BHU-MSH	209	708/5-6
24	Ahmedabad	PNU-ADI	BHU-MSH	210	711/2-3
25	Ahmedabad	PNU-ADI	MSH-JDN	202	720/0-1
26	Ahmedabad	PNU-ADI	MSH-JDN	203	721/8-9
27	Ahmedabad	PNU-ADI	MSH-JDN	204	723/0-1
28	Ahmedabad	PNU-ADI	MSH-JDN	205	724/2-3
29	Ahmedabad	PNU-ADI	MSH-JDN	206	725/0-1
30	Ahmedabad	PNU-ADI	MSH-JDN	207	726/4-5
31	Ahmedabad	PNU-ADI	JDN-UMN	209	728/7-8
32	Ahmedabad	PNU-ADI	JDN-UMN	210	730/1-2
33	Ahmedabad	PNU-ADI	JDN-UMN	213	733/9-734/0
34	Ahmedabad	PNU-ADI	UMN-DNW	215	736/1-2
35	Ahmedabad	PNU-ADI	UMN-DNW	216	738/4-5
36	Ahmedabad	PNU-ADI	UMN-DNW	217	740/7-8
37	Ahmedabad	PNU-ADI	UMN-DNW	218	741/4-5
38	Ahmedabad	PNU-ADI	DNW-JUL	221	744/3-4

Tender No. "DFCC/ADI/GAD/5/2012-13"

Sr.No.	CPM	Name of major section	Block section	LC No.	Location Railway (KM)
39	Ahmedabad	PNU-ADI	DNW-JUL	222	745/9-746/0
40	Ahmedabad	PNU-ADI	DNW-JUL	223	746/9-747/0
41	Ahmedabad	PNU-ADI	DNW-JUL	225	749/0-1
42	Ahmedabad	PNU-ADI	UZA-MSH	200 A	694/8-9
43	Ahmedabad	ADI-VG	ABD-SAU	16	517/3-4
44	Ahmedabad	ADI-VG	ABD-SAU	16/A	517/14-15
45	Ahmedabad	ADI-VG	ABD-SAU	18	520/0-1
46	Ahmedabad	ADI-VG	ABD-SAU	19	521/0-1
47	Ahmedabad	ADI-VG	ABD-SAU	20	521/8-9
48	Ahmedabad	ADI-VG	ABD-SAU	21	523/2-3
49	Ahmedabad	PNU-GIM	PNU-CDS	10	8/8-9
50	Ahmedabad	PNU-GIM	PNU-CDS	11	9/8-9

ANNEXURE - I	
TENDERER(S)'S GENERAL INFORMATION	PROOF ATTACHED AT PAGE
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..... datedissued byor original money receipt No deposited withstation 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 Rs.....Rupees.....only). We,(indicate the name of the Bank hereinafter referred to as "the Bank") at the request ofcontractor/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 noagainst 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 tilloffice/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 forbear 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 thisday of.....2012

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-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**