

Dedicated Freight Corridor Corporation of India Ltd.

Name of Work:- Detailed Engineering construction survey for proposed Andal connectivity from chainage 176.00 to 208.00 (Ch. of Howrah reckoned as 0.00) on up line side and from chainage 178.50 to 181.00 on DN line side and at proposed new locations of DFCCIL stations at Jaugram, Talit & Rajbandh, staking out alignment, preparation of land acquisition proposals & land acquisition plans, yard plans and other preliminary works in Dankuni – Gomoh section of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

Single Packet OPEN TENDER

Tender No:- KKK/EN/Survey/01/2013-14

**TENDER DOCUMENT
NOT TRANSFERBALE**

**Dedicated Freight Corridor Corporation of India Ltd.
18/N(Ground Floor), Block 'A', New Alipore, Kolkata – 700053.**

Sign. of Tenderer (s)

[1]


For DFCCIL

TABLE OF CONTENTS

Sr. No.	DESCRIPTION		Page No. From-To
1.	Check list		3
2.	Forwarding letter by Tenderer(s)		4-5
3.	Section I.	Copy of Notice Inviting Tender (NIT)	6-11
4.	Section II.	Invitation for Tenders (IFB)	12-13
5.	Section III.	Information and Instructions to Tenderer(s)	14-21
6.	Section IV.	General Conditions of Contract	22-33
7.	Section V.	Special Conditions of Contract and specifications	34-41
8.	Section VI.	Schedule of Approximate Quantities	42-44
9.	Section VII.	Rate Sheet	45
10.	Annexure – I	Tenderer’s General information	46
11.	Annexure –II	Self Certificate	47
12.	Annexure – III	Form of Performance Guarantee	48-49
13.	Annexure – IV	Form of Agreement	50
14.	Annexure – V	Certificate of no relative being an employee of DFCCIL	51
15.	Annexure – VI	Details of works completed in last three financial years including current financial year	52
16.	Annexure - VII	Details of works under progress in last three financial years including current financial year	53
17.	End of Tender Document		53

Sign. of Tenderer (s)

[2]


For DFCCIL

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 COMPLIED BEFORE SEALING THE TENDER DOCUMENT:-

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

Sign. of Tenderer (s)

[3]



For DFCCIL



Dedicated Freight Corridor Corporation of India Limited

(A Govt. of India Enterprises)

18/N (Ground Floor), Block A, New Alipore, Kolkata - 700053, West Bengal

Telefax – 91-33-23973937, Mail – dfcc.kolkata@gmail.com

Forwarding letter by Tenderer (s)

To,
Chief Project Manager,
DFCCIL, Kolkata,

Tender No:- KKK/EN/Survey/01/2013-14

Name of Work:- Detailed Engineering construction survey for proposed Andal connectivity from chainage 176.00 to 208.00 (Ch. of Howrah reckoned as 0.00) on up line side and from chainage 178.50 to 181.00 on DN line side and at proposed new locations of DFCCIL stations at Jaugram, Talit & Rajbandh, staking out alignment, preparation of land acquisition proposals & land acquisition plans, yard plans and other preliminary works in Dankuni – Gomoh section of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

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 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 'Bid deposit'. I/We offer to do the work as set out in the Tender Document. I/We also agree to a Tendered 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. 71,300/- (Rs. seventy one thousands three hundred.) has been forwarded as bid deposit money. The value of the bid deposit 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 there in a manner not acceptable to the DFCCIL.

Sign. of Tenderer (s)

[4]


For DFCCIL

KKK/EN/Survey/01/2013-14

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

3. Until a formal agreement is prepared and executed acceptable 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 witness

Signature of Tenderer(s)

Address:-

.....

.....

Date:

Sign. of Tenderer (s)

[5]


For DFCCIL

SECTION - I

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

NOTICE INVITING TENDER

Tender No:- KKK/EN/Survey/01/2013-14

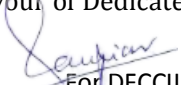
Sealed tender are invited by the Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited Kolkata. On behalf of THE PRESIDENT OF INDIA from established and reputed contractors for the work as under:-

1	Tender No.	KKK/EN/Survey/01/2013-14
2	Name of work	Name of Work:- Detailed Engineering construction survey for proposed Andal connectivity from chainage 176.00 to 208.00 (Ch. of Howrah reckoned as 0.00) on up line side and from chainage 178.50 to 181.00 on DN line side and at proposed new locations of DFCCIL stations at Jaugram, Talit & Rajbandh, staking out alignment, preparation of land acquisition proposals & land acquisition plans, yard plans and other preliminary works in Dankuni - Gomoh section of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.
3	Duration of Contract	NINE MONTHS.
4	Estimated Cost of work	Rs. 35,64,045/-
5	Type of BID	Single packet open Tender
6	Bid deposit	Rs. 71,300/-
7	Sale of Bid documents	To commence from 10-02-2014 and will continue till 18:00 hrs. On 24-02-2014
8	Last date of receipt of Bid	Upto 12:00 hrs on 25-02-2014
9	Opening of bid	15:00 hrs. on 25-02-2014
10	Validity of offer	90(Ninety) days from the opening of tender.
11	Address of communication	Office of the Chief Project Manager Dedicated Freight Corridor Corporation of India Limited 18/N (Ground Floor), Block 'A', New Alipore, Kolkata - 700053, West Bengal.

Tender form can be purchased from the above address on all working days from 10.02.2014 onwards, from 10:00 (ten) hrs. to 18:00 (eighteen) hrs. on payment of Rs.3,000/- (Rs.3,500/-, if required by post) in the form of Demand draft/Banker's Cheque in favour of Dedicated Freight

[6]

Sign. of Tenderer (s)


For DFCCIL

KKK/EN/Survey/01/2013-14

Corridor Corporation of India Limited/ Kolkata issued by any Nationalised and scheduled Commercial Bank.

The tender document can also be downloaded from company's website www.dfccil.org and the same will be accepted along with the tender fee of Rs.3000/ (Three Thousands only) through a separate Demand Draft drawn on any Nationalized/scheduled bank favouring Dedicated Freight Corridor Corporation India Limited, payable at "KOLKATA" Offer accompanied without cost of tender documents are liable to be rejected.

Eligible Tenderer(s):-

1 A Tenderer may be natural person. Private entity, public sector Undertaking or a joint Venture/Consortium. In case of single entity the bidder must submit Power of Attorney authorizing the signatory of the Bid to commit the bidder.

2.0 **SCOPE OF WORK IN BREIF** - The scope of work includes but not limited to-

(I) Conducting detail engineering construction survey, transferring the finalized alignment on ground, preparation of land plans & land acquisition proposals, geotechnical investigation, GAD for major/minor bridges, preparation of project report, bill of quantities, preparation and other documents in hard and soft copies for-

(a) DFCCIL alignment starting from Km 176.00 and upto Km 208.00 (Chainage of Howrah reckoned as 0.00).The alignment should broadly confirm to the concept plan for Andal connectivity, broad and salient features of which are listed below :-

(i) DFCCIL alignment will cross DVC line through RFO.

(ii) Remodelling of existing DTPS siding would be required to accommodate DFCCIL alignment & providing up connectivity to IR at Andal East Cabin.

(iii) Down connectivity from Pinjrapole will be provided. This connectivity will join DFCCIL alignment by crossing over existing IR lines through RFO at Waria.

(iv) DFCCIL alignment will cross up sick line and C&W repair shop line at Andal through RFO.

(v) Engg siding & goods shed line at Andal UP yard to be realigned and DFCCIL alignment to be planned south of these realigned lines.

(vi) Up connectivity of IR with DFCCIL will be provided at Baktharnagar by providing a new RFO parallel to existing IR RFO of UP DSP line at Andal.

(vii) This new RFO should join DFCCIL alignment from South side at New Andal yard. New Andal yard is to be planned between Baktharnagar Cabin and Raniganj Station.

(viii) Provision for proposed Y connection for Mejia Thermal Power Plant to be kept from this RFO.

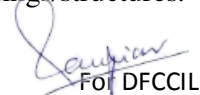
(ix) For DN connectivity of IR with DFCCIL at New Andal yard, Existing IR UP siding line at Baktharnagar to be extended up to New Andal yard.

(x) At Raniganj, DFCCIL alignment to be provided by dismantling RCT lines of Raniganj yard. Also existing siding of Mejia Thermal Power Plant connectivity and RCT lines to be provided south of proposed DFC alignment.

(xi) DFC alignment should pass beneath existing ROB (BR no.489C) by providing suitable openings in the embankment. Alignment should be planned in such a manner that minimum disturbance is caused to existing buildings/structures.

[7]

Sign. of Tenderer (s)


For DFCCIL

KKK/EN/Survey/01/2013-14

- (xii) DFCCIL alignment should cross over from south to north side of existing IR alignment at suitable location between Raniganj and kalipahari through RFO.
- (xiii) Connectivity to be provided from SE Rly line (Mohishilla Link) at Kalipahari to UP DFCCIL. To avoid surface crossing with DN DFC, one RFO to be provided at this location.
- (b) The proposed alignment at (a) above shall join the already finalized alignment of DFCCIL on either side.
- (II) Preparation of Yard Plans for crossing/junction stations of DFCCIL and existing Yards of Railway requiring modification on account of DFCCIL alignment.
- (III) Integrating the survey data for Andal connectivity scheme with the data of Dankuni - Gomoh section available with DFCCIL & preparing comprehensive report/documents.
- (IV) Finding out Utility services along the proposed alignment such as building and structures, electrical line/poles, telephone lines, high tension lines along with their voltage and sag height OFC cables, existing RE cables, Quad cables, retaking walls, trees pipelines for water, petrol, or gas etc. complete including preparation of Kilo metre wise plan showing all utility services required to be shifted before construction.
- (V) Preparation of land plans for additional land required for the proposed Andal Connectivity, along the existing track (if any) and both sides of proposed alignment, calculation of land area to be acquired, superimposition of proposed alignment & land required on land plans, collection of all necessary documents & information and preparation & submission of land acquisition proposals under section 20(A) of Railways (Amendment) Act, 2008 as per format / requirement of revenue department.
- (VI) Preparation & submission of land acquisition proposals for additional land required for the proposed Andal Connectivity, in requisite copies under section 20(E) of Railways (Amendment) Act, 2008 as per format/ requirement of revenue departments including collection of all necessary revenue records, information on affected land owners, land use pattern (such agriculture, commercial, barren, forest etc.) and any such other information required for publication of notification under section 20(E).
- (VII) Identification of land, preparation & submission of land acquisition proposals for yards/dumping location for ballast, blanket etc. along the finalised alignment etc.
- (IX) Supplying and fixing pre-cast RCC M 20 pillars of size 150X150x900 mm at the finalised alignment of DFCCIL with Contractor's own material, tools and plants including all leads and lifts and crossing of tracks etc. complete for demarcation of DFCC alignment.
- (X) Preparation of detailed schedule of quantities for DFCCIL construction for the proposed connectivity including crossing station and junction station. The location

of junction station and crossing station will given be given by DFCCIL. The BOQ shall consist of quantities of earthwork, blanket material, ballast, P.Way Material, length of retaining walls, length of side drains etc. The detailed quantities of various items or minor & major bridges, RFO and RUB and estimation thereof. The estimates shall be updated to include items as per the latest practice of Railway and Railway Board's instruction. The rates adopted for schedule for quantities and dedicated estimate should be latest and realistic. To calculate the realistic rates Contractor/ Firm shall study the availability of material required for earthwork, blanketing etc. considering the lead involved and submit rate analysis to DFCCIL.

- (XI) Integrating the BOQ for the Andal Connectivity & yards proposed at New locations with the available BOQ of the Dankuni - Gomoh section to form a complete and updated Civil Engineering Estimate for Dankuni Gomoh Section and submission of the same in soft/hard copies as per special conditions and as per the DFCCIL's instructions. Integration of the estimate will also involve applying uniform rates in the existing BOQ and the new BOQ.

2.1 Detailed scope of work is covered in the tender schedule & specifications.

3.0 QUALIFICATION REQUIREMENT FOR BIDDERS-

Tender shall meet with the minimum eligibility criteria for the work as detailed under-

- (i) The bidder should have completed at least 11.20 Km of Final Location Survey or Detailed Engineering Construction Survey for Railway project/Highway projects and should have completed at least one similar single work involving Detailed Engineering Construction Survey for a minimum value of Rs. 12.475 lakhs in the last three financial years (i.e. current financial year and three previous financial years) i.e. financial years 2010-11, 2011-12, 2012-13 & 2013-14 (upto date of opening of tender).
- (ii) The total contract amount received by the bidder during the last three financial years and in the current financial i.e. financial years 2010-11, 2011-12, 2012-13 & 2013-14 (upto date of opening of tender) should be minimum of 150% of advertised tender value of the work i.e. Rs.53.461 Lakhs.

3.1 Tenderer must submit the documents/certificates of the completed works from State/Central Govt. Organizations/PSUs in support of information submitting against para 3.0 (i) above. The certificates from private individuals for whom such works are executed/being executed shall not be accepted.

3.2 Tenders must submit the audited financial statements/documents/certificates in support of information submitted against para 3.0 (ii). failing which his/their offer may be rejected without any correspondence with the tenderers at the sole discretion of DFCC.

4.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF

The bid must contain the full name , designation and complete address of place of business of the person(s) signing the bid. Tenderer(s) shall furnish “BRIEF DETAILS OF THE BIDDER” (Annexure-I).

5.0 PARTNERSHIP DEED

The tender shall clearly specify whether the tender is submitting on his behalf or on behalf of partnership concern. If the tenderer is submitted on behalf of partnership concern, tenderer 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. The railway will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognise such power of attorney and changes after obtaining proper legal advice the cost of which will be changeable to the contractor.

6.0 JOINT VENTURE:-

- (i) The tenderer may be a joint venture (JV) firm with identified partners but such joint venture should be entered before submission of offers.
- (ii) In case of joint venture the lead partner is responsible for performing the key function in control management shall be nominated as being in-charge during the bidding period and in the event of a successful bid, during contract execution. The lead partner shall be authorized to incur liability and receive instruction for and on behalf of any and all partners of joint venture. This authorization shall be evidence by submitting a power of attorney signed by legally authorized signatories of all the partners of the joint venture with further stipulation that it shall be valid for entire period of completion of work.
- (iii) All partners of the joint venture shall be legally liable, jointly and severally, during the bidding process and for the successful execution of the contract in accordance with the contract terms, and specific clause to this effect shall be included in the joint Venture Agreement.
- (iv) No. of partners in JV should be limited to 3.
- (v) In addition, recourse/sanctions within the joint venture in the event of default or withdrawal of any partner and arrangement for providing the required indemnities shall be spelt out and shall be binding on each partners of joint venture.
- (vi) The JV shall also submit an unconditional undertaking along with tender documents to the effect that there shall be no charge of constituting parties during the process of award of contract and thereafter during the currency of the contract, in case the contract is awarded.

7.0 **RIGHT OF DFCCIL TO DEAL WITH TENDER**

The authority for the acceptance of the tender will rest with the DFCCIL which does not bind itself to accept the lowest or any other tender nor does the DFCCIL undertake to assign reason for declining to consider or reject any particular tender or tenders. **DFCCIL reserves the right to evaluate and accept/reject the offers for the individual schedules.**

8.0 The tenderer/s whose tender is accepted will be required to appear at the office of the **Chief Project Manager, DFCCIL, 18/N(Ground Floor), Block'A', New alipore, Kolkata-700053** in person 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 signature. Failure to do so shall constitute a breach of the agreement effected by the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited.

9.0 In the event of any tender/s whose tender is accepted refusing to execute the contract documents as herein before provided, DFCCIL may determine that such tenderer/s has/have abandoned the contract and there upon his/their tender and the acceptance there of shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the bid deposit.

Sign. of Tenderer (s)

[11]


For DFCCIL

SECTION - II

Invitation for Tenders (IFB)

Dear Sir,

Chief Project Manager, DFCCIL, Kolkata, for and on behalf of DFCCIL, invited in single Packets Open Tender system, from the tendering firms.

2.1 SCOPE OF WORK

2.1.1 Conducting detail engineering construction survey, transferring the finalized alignment on ground, preparation of land plans & land acquisition proposals, geotechnical investigation, GAD for major/minor bridges, preparation of project report, bill of quantities, preparation and other documents in hard and soft copies.

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

Sl. No.	Tender No.	Tender No:-KKK/EN/Survey/01/2013-14
1.	Name of work	Name of Work:- Detailed Engineering construction survey for proposed Andal connectivity from chainage 176.00 to 208.00 (Ch. of Howrah reckoned as 0.00) on up line side and from chainage 178.50 to 181.00 on DN line side and at proposed new locations of DFCCIL stations at Jaugram, Talit & Rajbandh, staking out alignment, preparation of land acquisition proposals & land acquisition plans, yard plans and other preliminary works in Dankuni – Gomoh section of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.
2.	Estimated Cost of work	Rs. 35,64,045/-
3.	Completion Period	NINE MONTHS
4.	Cost of tender document	Rs. 3000/- (Three Thousand only)
5.	Availability of tender document	From 10-02-2014 and will continue till 18:00 hrs. on 24-02-2014
6.	Type of Tender	Open tender single packet
7.	Bid deposit	Rs. 71,300/-
8.	Date and Time submission of Tender	Up to 12:00 hrs. 25.02.2014
9.	Date and time of opening of Tender	15:00 hrs. of 25.02.2014
10.	Validity of Offer	90 (Ninety) days from the opening of tender
11.	Authority and place for purchase/submission of tender document & address for communication	Office of the Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited 18/N (Ground Floor), Block 'A', New Alipore, Kolkata - 700053, West Bengal.

- 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.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.

SECTION - III

Information and Instruction 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. Tender received without tender fee shall be summarily rejected.
- 3.1.5 The tender document must be accompanied by a valid Bid deposit as per clause 3.7 of the tender document. Tenders received without Bid deposit 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 Bid deposit 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 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 circumstance 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 initialled by the person or persons who sign(s) the Proposals.

- 3.1.12 While quoting the rates, Tenderer(s) are expected to take into account the requirements and conditions of the tender 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 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 wilful charges/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/Kolkata, 18/N (Ground Floor), Block 'A', New Alipore, Kolkata- 700053.
- 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 timing 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 SL No.9 of Section- I of the 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 supplement by the details of 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 up to 12:00 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 does not automatically means that such parties are considered qualified.
- 3.4.4 The agency selected will be awarded the work for period specified vide SL No.3 of Section- I of the 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 Bid 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 specified in Section-I of the tender document is to be submitted in the form of Demand drafts/Banker's Cheque from any Nationalized Bank or a Scheduled Bank in favour of DFCCIL payable at KOLKATA.
- 3.6.2 In case of documents downloaded from internet, cost of tender form as specified in Section-I of the tender document shall be submitted along with offer.
- 3.6.3 Offers not accompanied by valid tender fee will be summarily rejected.

3.7 BID DEPOSIT

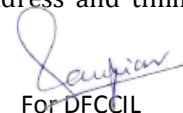
- 3.7.1 The tender must be accompanied by a sum specified in NIT/ clause no. 3.1.5 of Section III of the tender document as Bid deposited in the form of deposit receipt, pay orders, demand drafts, Banker's cheque from a Nationalized Bank or a Scheduled Bank. Bid deposit shall be in favour of DFCCIL payable at Kolkata and duly discharged 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 Bid deposit shall be summarily rejected.
- 3.7.3 Bid deposit shall be forfeited in case of revocation of Tender or increase in rates or charge (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 Bid deposit will be retained and adjusted as Retention Money for the due and faithful fulfilment of the contract. This amount of Retention Money 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 Bid deposit of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/returned after the award of the contract. The Bid deposit of successful Tenderer(s) will be adjusted against the Retention Money amount. No interest will be paid by DFCCIL on the above Bid deposit amount.

3.8 ELIGIBILITY CRITERIA

- 3.8.1 Tender has been invited under 'Single Packet' system.
- 3.8.2 The Tenderer(s) may collect the Tender document from the address and timings mentioned in SECTION - I of the tender document.

[17]

Sign. of Tenderer (s)


For DFCCIL

KKK/EN/Survey/01/2013-14

- 3.8.3 Tender documents are also available on the official web site of DFCCIL mentioned at Clause 2.2.2 of the tender document.
- 3.8.4 The tender fee receipt/proof as per clause 3.6 of the tender document is to be submitted along with tender document. Tender received without tender fee shall be summarily rejected.
- 3.8.5 The tender document must be accompanied by a valid Bid deposit as per clause 3.7 of the tender document. Tenders received without Bid deposit shall be summarily rejected.
- 3.8.6 Each page of this Tender document shall be submitted duly signed and stamped. Tender document shall be accompanied by Bid deposit 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).
- 3.8.7 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.
- 3.8.8 A firm submit only one offer against the Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.8.9 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).
- 3.8.10 If the Tenderer(s) deliberately gives/give wrong information in his / their tender or creates circumstance for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.8.11 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 initialled by the person or persons who sign(s) the Proposals.
- 3.8.12 While quoting the rates, Tenderer(s) are expected to take into account the requirements and conditions of the tender documents.
- 3.8.13 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 prepared on the basis of master document kept in the office of tender inviting authority.
- 3.8.14 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.

KKK/EN/Survey/01/2013-14

- 3.8.15 Any wilful charges/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.
- 3.8.16 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.

SUBMISSION OF TENDER

- 3.8.17 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.
- 3.8.18 Venue of submission of tender:- Chief Project Manager; DFCCIL/Kolkata, 18/N (Ground Floor), Block 'A', New Alipore, Kolkata- 700053.
- 3.8.19 The tender document should reach the office not later than date and timings mentioned as in NIT in SECTION – I of the tender document.
- 3.8.20 Tender box will be sealed on date and timing mentioned as in NIT in SECTION- I of the tender document.
- 3.8.21 Any tenders received late are liable to be rejected summarily.

TENDER OPENING

- 3.8.22 Date and time of opening of the tender:- As indicated in SL No.9 of Section- I of the tender document.
- 3.8.23 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.
- 3.8.24 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 supplement by the details of 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.
- 3.8.25 If the date of opening is declared as holiday then the tender shall be accepted up to 12:00 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.
- 3.8.26 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.

3.9 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 of 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, 18/N (Ground Floor), Block 'A', New Alipore, Kolkata- 700053, in person or in case of firm or corporation, a duly authorized representation 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 Bid deposit accompanying the tender shall stand forfeited.

3.10 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

- 3.10.1 Tenderer(s)'s have to quote the in terms of a flat single percentage (%) in the document. This percentage shall be applicable on each item of uniformly.
- 3.10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Government 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 on 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 requirements will render the Tender liable for rejection.

3.11 PROPOSAL EVALUATION

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.11.2 The Evaluation Committee appointed by DFCCIL shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.

- 3.11.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax/e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the 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 a loud and recorded after opening the proposal. It is recommended that quoted rates are covered with transparent adhesive tape for evaluation of their proposal.

3.12 ENGAGEMENT OF PERSONNEL

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

3.13 AWARD OF CONTRACT

- 3.13.1 The DFCCIL will issue a letter of Acceptance to the successful Tenderer.
- 3.13.2 Until a formal agreement is prepared and executed acceptance of their 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.
- 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 duly if any shall be borne by the Agency.

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. 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 his proposal is otherwise complete in all respects.

SECTION - IV

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 General 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 "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 regulation made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.2 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.
- 4.1.3 " Drawing" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer in Charge.
- 4.1.4 "Engineer"/ " Engineer-in-charge"/ "Employer's representative" of the work shall mean the 'Representative' appointed by DFCCIL, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.5 The "Site" shall mean the land sand / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- 4.1.6 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 tender and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawing, 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

Sign. of Tenderer (s)

[22]


For DFCCIL

contract together with its entire accompaniment and those later incorporated in it by internal consent.

- 4.1.7 The "Contractor/ Tenderers" 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.
- 4.1.8 The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- 4.1.9 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.
- 4.1.10 A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.11 A "month" shall mean a calendar month.
- 4.1.12 A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.13 "Client" means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.14 "Day" means calendar day.
- 4.1.15 "Government" means the Government of India.
- 4.1.16 "Services" means (the work to be performed by the Tenderers) pursuant to the Contract.
- 4.1.17 "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) 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.
- 4.1.18 "GCC" mean the General Conditions of Contract,
- 4.1.19 "Letter of Acceptance" means the formal acceptance letter from the Employer of the Tender.
- 4.1.20 "Local currency" means the currency of Government of India.
- 4.1.21 Temporary works shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- 4.1.22 "Urgent works" shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

4.1.23 Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

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 Tenderers) 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).

4.2.3 It is the DFCC's policy that the Tenderers) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:

- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - 1) "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;
 - 2) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - 3) "Collusive practices" means a scheme or arrangement between two or more Tenderers) with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - 4) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- b) Will reject a proposal for award if it determines that the Tenderers] recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time|, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

4.3.1 **Communication to be in writing** :- 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 at the specified address. Notices shall be deemed to be effective as follows.

- a. In case of personal delivery or registered mail, on delivery

- b. In case of teletex, 24 hours following confirmed transmission
- c. In case of telegrams, 24 hours following confirmed transmission, and
- d. In case of facsimiles, 24 hours following confirmed transmission.

4.3.2 Language of Contract

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

4.4 INTERPRETATION

In the contract, except where the context requires otherwise:

- 4.4.1 Words indicating one gender include all genders,
- 4.4.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,
- 4.4.3 "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record, and
- 4.4.4 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, 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 endeavour has been made to avoid any error which can materially affect 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 AGREEMENT:

4.12.1 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Agency.

4.13 CHANGES IN ADDRESS:

4.13.1 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.

4.14 OBLIGATION OF DFCCIL

4.14.1 DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Tenderers) 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

4.15 FORCE MAIEURE

4.15.1 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.

4.16 INDEMNITY

4.16.1 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 Tenderers) 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 wilful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

4.17 OTHER TERMS AND TERMINATION

- 4.17.1 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 one year extendable for one year, consent.
- 4.17.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 15 days written notice.
- 4.17.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 4.17.4 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.

4.18 LAWS AND REGULATIONS:

- 4.18.1 **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.
- 4.18.2 **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.

4.19 INCOME TAX

- 4.19.1 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.

4.20 SERVICE TAX

- 4.20.1 The 40% of the Service Tax, as applicable on gross value of each running account bill/Final bill shall be paid directly by DFCCIL Remaining 60% 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-

4.21 PERMITS, FEES, TAXES & ROYALTIES

4.21.1 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 4.23 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.

4.22 STATUTORY INCREASE IN DUTIES, TAXES ETC

4.22.1 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.

4.23 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT

4.23.1 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.

4.23.2 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).

4.24 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

4.24.1 The DFCCIL shall be entitled to terminate 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.

4.25 LABOUR RULES

4.25.1 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.

4.26 COMPLIANCE OF VARIOUS ACTS:

4.26.1 The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Un touchability (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.

4.27 CHILD LABOUR (PROHIBITION AND REGULATION) ACT-1986.

4.27.1 The employment of any person less than fourteen years (14 years) of age shall be prohibited from DFCCILs 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 aforesaid act.

4.28 SETTLEMENT OF DISPUTES

4.28.1 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.

4.28.2 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.

4.29 CONCILIATION/ARBITRATION

- 4.29.1 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.
- 4.29.2 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.
- 4.29.3 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).
- 4.29.4 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 thorough 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.
- 4.29.5 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.

4.30 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the client and the contractor's staff. The contractor will have complete charge of personnel engaged and shall be fully responsible for the services performed by them or on their behalf hereunder.

4.31 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be by the officials specified in the SCC executed under this contract by the Employer or the contractor may be taken or executed by the officials authorized for the same.

4.32 Bid Deposit-

4.32.1 The tenderer shall be required to deposit bid deposit with the tender for the due performance with the stipulation to keep the offer till such as specified in the tender, under the conditions of tender. The bid deposit shall be as under.

	Value of the work	Bid deposit
A	For works estimated to cost up to Rs. 1 crore	2% of the estimated cost of the work
B	For works estimated to cost more than Rs. 1 crore	Rs. 2 lakhs plus ½% (half percent) of the estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore.

4.32.2 The bid deposit shall be rounded to the nearest Rs. 10. This bid deposit shall be applicable for all modes of tendering.

4.32.3 The bid deposit should be in the form of deposit receipts, pay orders or demand drafts Banker's cheque & Manager cheque executed by any of the Nationalised Banks or by a Scheduled bank. bid deposit shall be in favour of DFCCIL payable at Kolkata.

4.32.4 It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.

4.32.5 If his tender is accepted this bid deposit mentioned above will be retained as part security for the due and faithful fulfilment of the contract. The bid deposit of other tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

4.33 RETENTION MONEY

4.33.1 The retention money will be equal to 5% of the value of the contract. The Bid retention of the successful bidder will be converted into initial retention deposit. Balance retention deposit shall be deducted at the rate of 10% from each of the running bill of the contractor till the realization of full amount of retention deposit as per contract.

4.33.2 The retention deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after Completion of 120 days of the satisfactory completion of the work.

4.44 SUPERVISION AND SUPERINTENDENCE

4.44.1 CONTRACTOR'S SUPERVISION

Sign. of Tenderer (s)


 For DFCCIL

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 the work. 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/various orders as the Engineer may issue during the progress of the works.

4.44.2 CONTRACTOR'S AGENTS/EMPLOYEES

No other person except Contractor's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties. Contractors shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof. The personnel engaged by the contractor shall be on the duty of the contractor/agency and under no circumstances shall be deemed to be on the duty of DFCCIL. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor/agency undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise. The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions. Contractor shall in no case lease/transfer/sublet for services without approval of DFCCIL, which DFCCIL in its discretion may or may not grant.

4.44.3 WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regards 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.

4.45 Performance Guarantee (P.G.)

4.45.1 On acceptance of tender the successful tenderer 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, Kolkata. 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 days after the date of issue of LOA.

- 4.45.2 This guarantee shall be initially valid up to the stipulated date of completion 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.
- 4.45.3 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 retention money, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 4.45.4 Wherever the contract is rescinded, the retention money 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 participant 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.
- 4.45.5 The Engineer 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 :
- (I) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) 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 Engineer.
 - (iii) The contract being determined or rescinded under provision of the GCC the performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of Work:- Detailed Engineering construction survey for proposed Andal connectivity from chainage 176.00 to 208.00 (Ch. of Howrah reckoned as 0.00) on up line side and from chainage 178.50 to 181.00 on DN line side and at proposed new locations of DFCCIL stations at Jaugram, Talit & Rajbandh, staking out alignment, preparation of land acquisition proposals & land acquisition plans, yard plans and other preliminary works in Dankuni – Gomoh section of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

5.1 DETAIL SCOPE OF WORK-

DFCCIL has undertaken to construct Dedicated Freight Corridor from Dankuni to Gomoh on Eastern Corridor. Alignment in this section has already been surveyed and finalised. However, the alignment needs to be revised between Chainage 176.00 to 208.00 to incorporate major changes due to proposed Andal connectivity which encompasses Up and Down connectivity at Andal East (Pinjrapole) and Andal West (Baktharnagar), connectivity for Mejia Thermal Power Plant from both Raniganj and Baktharnagar end and connectivity of Up DFCC with S.E. Rly line (Mohishilla link) at Kalipahari. This will require provision of a number of RFOs, via ducts, yard remodelling of DTPS siding and modification in Andal and Raniganj yards. In addition to the above, location of DFCCIL yards have been revised and the present work involves survey of new yard locations at Jaugram, Talit, Rajbandh and Andal along with preparation & approval of these yard plans.

5.2 Survey of the Indicative Alignment:

5.2.1 Conducting detailed Engineering Construction survey for construction of double line electrified railway track for section from ch. 176.00 to 208.00 or any other section in the jurisdiction of CPM/Kolkata for parallel section and Detour section or at any other location(s) as directed by the Engineer In-charge. While doing the above survey contractor should consider the Andal connectivity scheme.

5.2.2 Contractor/firm shall conduct detailed Engineering Construction survey of DFCC's approved alignment using total station or any other advanced survey instruments. The survey must be completed as per the scope, terms of reference, relevant provisions of Indian Railways Code for Engineering Department (1999, Third Report) and special conditions of contract. During the survey the contractor should pick up all the topographical site details (i.e.

KKK/EN/Survey/01/2013-14

existing ground feature details, ground levels and cross section at fix interval) upto 100m on either side of the proposed alignment.

- 5.2.3 Contractor should submit Km wise strip map showing all Topographical features – duly geo referenced in the corridor up to 50m on either side of the proposed alignment during the survey.
- 5.2.4 During the survey contractor should also pick up details of existing bridges like formation level, HFL, Free Board, foundation details if foundations are exposed, etc.
- 5.2.5 At the end of the survey contractor should submit the X,Y,Z coordinates of the centre line of adjacent DFCC track from IR Track at every 100m and control points of traversing including their latitude and longitudes so that entire alignment can be geo-referenced.
- 5.2.6 The contractor has to carry out the selection of technically most suitable site for the bridge as close to the existing alignment as possible so as to ensure seamless construction of major bridge on DFCC alignment without imposition of any speed restriction on the existing major bridge on IR Track.
- 5.2.7 Contractor should also collect the GAD of existing bridge of parallel portion from the concerned Zonal Railway or Divisional Office of Zonal Railway. DFCC will assist the contractor in this regard. For Detour portion while doing the survey the contractor based on his own experience, particularly the experience of Bridge Engineer should fix the number of bridges required and their respective spans. These details are absolutely essential for making estimates.
- 5.2.8 After doing the Detailed Construction Survey in all respect contractor should design the plan and profiles of the section based on the typical cross section of bank and Cutting (which will given by DFCCIL) and submit the same DFCC for approval.
- 5.2.9 Since the scope of work is for the survey of the part section/ isolated stretches, the adjacent stretches shall also be surveyed for a length of about 250m on either side to ensure the continuity with the already finalized alignment.
- 5.2.10 Contractor will have to submit a comprehensive report for the surveyed section and merge the same with the already available report of the remaining section so as to given a comprehensive report for the entire Dhanbad – Gomoh section.

5.3 Stacking of finalized alignment.

- 5.3.1 The firm shall carry out the survey as indicated in para 5.2 above. The Firm/Contractor shall carry out the work of transferring the finalized alignment on ground using Total Station based on the X,Y,Z coordinates of

different points of the adjacent DFCC track from nearest IR Track Contractor shall fix up concrete pillars at every 500m in straight portion of alignment & in curves, the concrete pillar should be fixed at every junction point of the straight and curve, curve and straight etc. i.e. at T1, J1, J2 & T2 (J1 & J2 are junction points of transition with circular curve). In addition to the fixing of above pillars, contractor shall be required to fix the CC muttams at every 100m on straight & at every 50m on curve portion. Alignment pillars shall be fixed at both ends of each of the major bridges.

- 5.3.2** The concrete pillars shall be of pre-cast concrete of size 150*150*900 mm or more as per site requirement and shall be fixed firmly in the ground and also be engraved with details of curves as decided by the Engineer-in-charge. Markings and painting of pillars to be done as directed by Engineer-in-charge.

5.4 PREPARATION OF LAND PLANS LAND ACQUISITION PROPOSALS:

- 5.4.1** Contractor should prepare the Land Plan for addition land requirements after approval of the designed alignment by DFCC. In the meantime Contractor should collect necessary revenue Survey maps required for preparation of Land acquisition plans and proposals thereof from the concerned district authorities and then Land Plans should be prepared using plane table/any other survey technique (duly approved by DFCC) for the plot(s) of land required for the construction of DFCC. The land based on Khasra & Khatoni Map should be prepared on AutoCAD and the DFCC alignment should be superimposed on it.

- 5.4.2** Identification & measurement of properties (such as Trees, structures, wells, gardens etc.) coming on the area of land proposed to be acquired should be done. It also includes collecting details such as owner of property, type of structure, number of floors, land use pattern such as agriculture, commercial, barren, forest etc. Contractor should also collect Khasra and Khatoni, detailed list of properties i.e. structure, garden etc. before submission of land plans and its notification under clause 20 (A) & 20 (E) of Railways (Amendment) Act, 2008.

- 5.4.3** The scope of work also includes calculation of land area to be acquired, superimposition of proposed alignment & land required on land plans, collection of all necessary documents, details, information's on affected land owners, land use pattern (such as agriculture, commercial, barren, forest etc.), details of assets and any such other information required for publication of notification under section 20(A) & 20 (E) and preparation & submission of land acquisition proposals in requisite copies under section 20(A) & 20 (E) of Railways (Amendment) Act, 2008 as per format/requirement of revenue department and /or DFCCIL.

- 5.4.4** Land acquisition proposal are to be prepared both for area of land required for DFCC construction, for ROB's, for yards/dumping locations for ballast, blanket etc. along the finalised alignment.
- 5.4.5** Government fees towards the collection of Khasra and Khatoni of individual title holder whose land is proposed to be acquired or other relevant will be reimbursed by DFCC.
- 5.4.6** After completion of preparation of Land Plan and land Acquisition Proposal, Contractor shall submit a strip plan showing various physical features existing on the land to be acquired like presence of structures, no. of floors, land use pattern, well, trees, gardens etc.
- 5.4.7** In case of yards & dumping location for ballast/blanketing materials etc. , area of 30m wide strip will be paid be plan in length as for the mid section alignment while the area beyond 30m wide strip will be paid in hectare under relevant item.

5.5 FINDING OUT UTILITY SERVICES ALONG THE PROPOSED ALIGNMENT

- 5.5.1** Finding out utility services (visible or otherwise but under working condition) along the proposed alignment such as buildings & structures, electrical line/plots, telephone line, high tension lines along with their voltage & sag height, OFC cables, existing RE cables & the location of SSP, SP, Quad cables, retaining walls, trees, pipelines for water, petrol or gas etc. including preparation of kilometre wise plan showing all utility services which need to shifted before construction etc. complete.
- 5.5.2** Details of various utilities identified above should be exhibited on a strip map.
- 5.5.3** Contractor should also prepare the list of infringement (like single cable, Jn. Box, or any other civil Engg. & electrical structures etc.) wherever alignment is passing through the existing yards of Indian Railways.

5.6 PREPARATION OF DETAILED SCHEDULE OF QUANTITIES & ESTIMATES

Contractor/Firm shall prepare detailed schedule of quantities for formation & P. Way. Quantity of earthwork, blanket, walling, side drains, minor & major bridges, P Way materials, RUB/ROB, RFO etc. shall be calculated & submitted in the verifiable format to cross check the quantities. The estimates shall be updated to include items as per the latest practice of Railway and Railway board's instructions. The rates adopted for detailed estimates should be latest and realistic. To calculate the realistic rates contractor/ firm shall study the availability of material required for earthwork, blanketing etc. considering the lead involved and submit rate analysis to DFCC. Based on the detailed schedule of quantities, contractor should prepare estimate as per Indian Railway format for New Line (Single line or Double Line as the case may be) construction. This estimate for the portion surveyed should be integrated with

existing finalised estimate of Dankuni and Gomoh. Section in such a manner that

- (a) There is no. overlapping/duplication of items.
- (b) There is no. omission of any item of work in the (PSR) combined estimate.
- (c) There is uniformity of rates in the combined estimates.

5.7 PREPARATION OF ENGINEERING SCALE PLAN OF THE YARDS:

Contractor should fix the location of Junction station and crossing stations in consultation with the DFCCIL officials and prepare the Engineering Scale plan for Jn. Station and crossing stations as per extent instructions. Contractor shall conduct detailed survey of the yard and detailed list of infringement like signal cables, Jn. Box, Civil Engg. Structures, Electrical structures, or any other structure coming on the DFC alignment should also be furnished for such yards. Plan are required to be made in AUTOCAD or similar software. Draft prints may be taken on the suitable size paper but contractor has to submit the final print on tracing as a permanent record. Payment for the item will be regulated as under-

(A) For junction/Crossing stations-

50% of the payment will be made after plans are accepted by CPM unit & 40% payment will be made after plans are accepted by Corporate office. For junction stations, balance 10% payment will be released on approval of plans by railway Authorities. For crossing stations, balance 10% payment would be released with final bill.

5.8 PREPARATION OF PRESENTATION & DETAILED PROJECT REPORT-

5.8.1 After the end of the work contractor should submit the following documents for the section surveyed under the scope of work, duly approved by field unit of DFCC to Corporate Office of DFCC for detailed scrutiny.

- (i) Detailed Project Report for Construction of Freight Corridor of the subject section
- (ii) Project sheets (Plan and Profile) of the subject section.
- (iii) Index Plan and Index Section & Roll diagram of the section.
- (iv) X,Y,Z coordinates of different points on centre line of the alignment of adjacent track of DFC from the nearest IR track, along with their latitude and longitude, list of bench marks, list of control traverse points and their coordinates (X,Y,Z Latitude, Longitude).
- (v) Land Plans duly signed by the concerned Competent Authority notified for acquiring the land.
- (vi) Notifications under Section 20(A) & 20 (E) of Railways (Amendment) Act, 2008 duly signed by the concerned Competent Authority.
- (vii) Yard Plans – Engineering Scale plans of Jn. And crossing stations.

- (viii) Detailed Bill of Quantities and Detailed Estimate as per Railway format for new line Construction.
- (ix) Rate Analysis and Rate Reference.
- (x) Strip Plan showing the various topographical features along the alignment Km wise in AutoCAD.
- (xi) Strip Plan showing the various utilities identified to be shifted along the alignment Km wise in Auto CAD.
- (xii) Strip plan showing various physical features existing on the land to be acquired like presence of structure, no. of floors, land use pattern, well, trees, gardens etc.

5.8.2 The detailed project should include the description of the project, general map, project at a glance, methodology adopted for survey, description of route, characteristic of the project area, standard of construction, project engineering, cost estimates, list of curves, list of gradient, list of proposal Important/Major & minor bridges, RUB/ROBs, Rail Flyovers, list of level crossing, list of stations on DFCC (both Jn. & crossing stations) and list villages through which alignment is passing. Detailed project report should also include the alignment marked in Red Colour on the google map or the topo-sheets as decided by Engineer-in-charge.

5.8.3 Contractor shall prepare a comprehensive Power Point presentation for the subject work showing all important characteristic of the work.

5.8.4 Since the scope of the work is for the isolated stretches, the report/other documents mentioned above are required to be integrated with the already available documents of the section. Soft copies of the available documents will be made available to the contractor by DFCCIL. Contractor will have to integrate the survey work with the already available data and produce a comprehensive documentation covering item (i) to (xii) above.

5.9 GENERAL

5.9.1 TIME SCHEDULE

Time allowed for the work is 9 (Nine) Months including mobilization of Man Power and Machineries etc. at site, to be reckoned from the day of the issue of letter of acceptance by DFCCIL. Bidder must satisfy themselves that they would be able to complete the work within stipulated period. Any extension, to be granted the completion period, on account of reasons related to the observance of official procedures and not attributable to the contractor, shall be granted by DFCCIL at the same rates & conditions, without any price escalation.

5.9.2 ADDITIONAL WORK

Engineer or representative of DFCCIL shall have the power to make any alternation, deletion, addition or substitution in the original scope and specification of work and no claim whatsoever on account of the above shall be entertained except for the payment for the actual work done on agreed mental rates for original items of the contract and mutually agreed and approved rates for new items. The contractor shall not refuse to carry out any new item as directed by CPM/DFCCIL/Kolkata however the rate shall be mutually decided and agreed by the contractor and DFCCIL. The rate for the same shall be worked out on the basis of input cost with a margin of 10% as contractor's profit.

5.9.3 QUANTITY VARIATION:-

- (i) Accepted rates are applicable upto 125% of the agreed mental value. Variation will come into the picture when overall agreement value exceeds by more than 25% of the contract cost.
- (ii) For variation in Agreement value upto 25%, the contractor will be paid at the agreement rates. For any increase beyond 25% but upto 40% rates will have a reduction of 2% in the incremental value of the agreement beyond 25% for Variation beyond +40% but upto +50% rates will have a reduction of 5% in the incremental value of the agreement beyond +50%.

5.9.4 PROVISION OF FACILITY FOR INSPECTION

The contractor/Firm should extend all facilities and support for the inspection of work by the officials of the DFCCIL by way of arranging necessary tools, plants & equipments without any extra cost.

5.9.5 PAYMENT SCHEDULE

Payments will be made as per the quantum of work done and certification thereon by the engineer nominated by the DFCCIL, as per the accepted rates terms and condition.

5.9.6 On Account Payment

- a. The contractor shall be entitled to be paid from time to time normally by way of "On account" bills, only for such works, as, in the opinion of the Engineer, the Contractor has executed in terms of the Contract.
- b. The Contractor shall submit the on-account bills, by the date stipulated by the Engineer, supported with measurements, jointly acknowledged and accepted in the measurement books.
- c. After preliminary scrutiny and certification by the Engineer, payment 80% of the certified amount shall be made as far as possible by the Employer within 2 days but not later than 7 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any

amounts due from the Contractor. The balance 20% shall be paid within 28 days from the date preliminary certification of the bill by the Engineer.

- d. Such payments made by the Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in the earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the Employer within 7 days, failing which he shall have to pay interest @ 10% per annum with monthly interest till the said extra amount is paid back by him. In addition to above, if contractor claims more on- account payment than due, second time, the facility of marking 80% on -account payment shall be withdrawn.

5.10 GENERAL

5.10.1 The contractor shall be liable to honour Central and State law, statutory rules, regulation, notification like Legislation, local self government/municipal requirements etc. and shall be solely responsible for any breach thereof. DFCCIL stands indemnified against any penalty/prosecutions consequent to the violations (deliberate or inadvertently) by the contractor or his employee/ representative etc. of such statutory provision in force.

5.10.6 The contractor shall indemnify the DFCCIL and its employee against any penalties, as **Principal Employer**, for any failure of the tender to honor various Central/State Government Laws/enactments. In case of any dispute regarding interpretation of any of the above quoted clauses, decision of the Chief Project Manager/DFCCIL/ Kolkata will be final and binding on the contract.

SECTION VI

SCHEDULE OF APPROXIMATE QUANTITIES

Name of work : Detailed Engineering Construction Survey for proposed Andal connectivity from chainage 176.00 to 208.00 (Ch. of Howrah reckoned as 0.00) on up line side and from chainage 178.50 to 181.00 on DN line side and at proposed new locations of DFCCIL stations at Jaugram, Talit & Rajbandh, staking out alignment, preparation of land acquisition proposals & land acquisition plans, yard plans and other preliminary works in Dankuni-Gomoh section of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

Item no.	Description of Item	Unit	App Qty.	Rate (Rs.)	Amount (Rs.)
1	<p>Conducting detailed engineering construction survey for parallel / detour section or at any other location (s) using tender's own engineers, labour, tools, plants, equipment's, materials transportation with all lead and lifts complete using survey instrument like total section theodolite, auto levels etc. duly taking all safety precautions, refinement of alignment with a view to achieve economy in construction etc. as per the scope, terms of reference, special conditions of contract relevant provision of Indian Railway Code for Engineering department (Latest version), SOD of DFCCIL and as directed by the Engineer- in - charge. The work shall also include design of optimal alignment based on topographical features and terrain considering Engineering permanents (like degree of curve, ruling gradient, transition length of curve etc.), level crossings, ROB/RUB/Flyovers, bridges, ecology and habitat etc. fixing of control points, traversing the alignment and detail instrumental survey in a width of 100 m or as required on either side of proposed alignment after identification and approval of most economical alignment best on preliminary survey top sheets or NRSA imagery/ data etc. preparation and submission of a comprehensive report including plan and L- section in MX RAIL/ AUTO CAD for the approval of DFCCIL.</p> <p>Note : Project sheet/Bench mark of approach / adjacent portion shall be taken into consideration while conducting survey and project sheet & other document should be prepared accordingly.</p>	Km	44	23,240	10,22,560
2	<p>Transferring the finalized alignment on ground using total station or any other survey equipment. Contractor shall fix up a concrete pillar at every 500 m in straight portion of alignment & in curves the concrete pillar should be fixed at very junction point of the straight and curve, transition and surcular curve etc. (i.e. at T1 , J1,J2,T2). In addition to above pillars contractor required to fix the CC muttams at be very 100 m on a straight and at every 50 m on curve portion alignment pillar shall be fixed at both ends of major bridges.(The payment for supply and fixing of RCC pillars will be made separately under relevant items).</p>	Km	44	12,665	5,57,260

KKK/EN/Survey/01/2013-14

Item no.	Description of Item	Unit	App Qty.	Rate (Rs.)	Amount (Rs.)
3	Preparation of land plans using plane table or another surveying technique along the existing track (if any) and both sides of proposed alignment of detour, calculation of land area to be acquired, superimposition of proposed alignment & land required on land plans, collection of all necessary documents & information and preparation & submission of land acquisition proposals under section 20(A) of Railways (Amendment) Act, 2008 as per format / requirement of revenue department.	Km	30	12,711	3,81,330
4	Preparation & submission of land acquisition proposals in requisite copies under section 20(E) of Railways (Amendment) Act, 2008 as per format/ requirement of revenue departments including collection of all necessary revenue records, information on affected land owners, land use pattern (such agriculture, commercial, barren, forest etc.) and any such other information required for publication of notification under section 20(E).	Km	30	6,173	1,85,190
5	Finding out Utility services along the proposed alignment such as building and structures, electrical line/poles, telephone lines, high tension lines along with their voltage and sag height OFC cables, existing RE cables, Quad cables, retaking walls, trees pipelines for water, petrol, or gas etc. complete including preparation of Kilo metre wise plan showing all utility services required to be shifted before construction.	Km	44	5,121	2,25,324
6	Identification of land, preparation & submission of land acquisition proposals for yards/dumping location for ballast, blanket etc. along the finalised alignment etc. Complete in the requisite copies under section 20(A) & 20(E) of Railways (Amendment) Act, 2008 as per format/ requirement of revenue departments including necessary survey, preparation of area statement, collection of all necessary revenue records, information on affected land owners, land use pattern (such as agriculture, commercial, barren, forest etc.), details of assets and any such other information required for publication of notification under section 20(A)& 20(E)	Hectare	100	3,149	3,14,900
7	Supplying pre-cast RCC M 20 pillars of size 150X150x900 mm at site as directed by DFCCIL with Contractor's own material, tools and plants including all leads and lifts and crossing of tracks etc. complete for demarcation of DFCC alignment.	No.	440	452	1,98,880
8	Erection at site precast RCC M:20 pillars/ boundary mattams for demarcation of DFCC alignment as directed by Engineer-in-charge.	No.	440	258	1,13,520

KKK/EN/Survey/01/2013-14

Item no.	Description of Item	Unit	App Qty.	Rate (Rs.)	Amount (Rs.)
9	Preparation of Engineering Scale Plan of Jn. Stations, Crossing Stations, and existing Railways stations by doing proper survey of the entire yard along with the plan, contractor has to submit detailed list of infringement (signalling, electrical and Civil etc.) coming in the proposed alignment. The plan for Jn. Station should be got approved by the concerned Railway authorities and DFCC.	Each	4	36,843	1,47,372
10	Preparation of detailed presentation of the work as per the scope of work and as & when required, making of alignment on Google image, Tope-sheet and preparation of detailed project report as directed by Engineer in charge etc. Complete.	Km	44	2,303	1,01,332
11	Integrating the survey data for the Andal Connectivity & yards proposed at New locations with the available survey data of the Dankuni - Gomoh section and preparation of a comprehensive reports/documents in soft/hard copies as per special conditions and as per the DFCCIL's instructions	L.S	1	46,113	46,113
12	Preparation of detailed schedule of quantities for DFCCIL construction including crossing station and junction station. The location of junction station and crossing station will given be given by DFCCIL. The BOQ shall consist of quantities of earthwork, blanket material, ballast, P.Way Material, length of retaining walls, length of side drains etc. The detailed quantities of various items or minor & major bridges, RFO and RUB and estimation thereof. The estimates shall be updated to include items as per the latest practice of Railway and Railway Board's instruction. The rates adopted for schedule for quantities and dedicated estimate should be latest and realistic. To calculate the realistic rates Contractor/ Firm shall study the availability of material required for earthwork, blanketing etc. considering the lead involved and submit rate analysis to DFCCIL.	Km	44	5,006	2,20,264
13	Integrating the BOQ for the Andal Connectivity & yards proposed at New locations with the available BOQ of the Dankuni - Gomoh section to form a complete and updated Civil Engineering Estimate for Dankuni Gomoh Section and submission of the same in soft/hard copies as per special conditions and as per the DFCCIL's instructions. Integration of the estimate will also involve applying uniform rates in the existing BOQ and the new BOQ.	L.S	1	50,000	50,000
TOTAL COST					₹ 35,64,045

SECTION VII

RATE SHEET

Name of work : Detailed Engineering Construction Survey for proposed Andal connectivity from chainage 176.00 to 208.00 (Ch. of Howrah reckoned as 0.00) on up line side and from chainage 178.50 to 181.00 on DN line side and at proposed new locations of DFCCIL stations at Jaugram, Talit & Rajbandh, staking out alignment, preparation of land acquisition proposals & land acquisition plans, yard plans and other preliminary works in Dankuni-Gomoh section of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

Date of opening : 25-02-2014

I/We offer and agree to execute the work as per specifications, rates, terms and conditions of this tender at the following rates :

Sl.no.	Item of work	Basic Value	Rates to be quoted by tenderer in percentage above / below the basic rates specified in the schedule (in figures & words)
1	2	3	4
1	As per schedule	Rs.35,64,045/- (Rs.Thirty five lakhs sixty four thousand and fourty five only)	_____% above / Below / At Par the basic rates specified in Col.3. (Strike off which is not applicable. (In figures) _____% above / Below / At Par the basic rates specified in Col.3. (Strike off which is not applicable. (In figures)

Signature and seal of Tenderer

NOTE-

- i) The Bidder/tenderer is required to quote the overall single percentage rate above/at par/or below. In case if the bidder fails to mention "above" or "below" alongwith the rate quoted, the rate quoted would be considered as "below". This stipulation is not applicable for rates quoted "At Par".
- ii) The Bidder/tenderer quoting the rates for individual items will be disqualified.
- iii) The Bidder/tenderer is required to quote the rate in both words and figures. In case of discrepancy, rate quoted in words shall prevail.

[45]

Sign. of Tenderer (s)


For DFCCIL

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.		
8. Particulars of Registration with Government Semi-Government Organization, Public sector under-Taking and local bodies etc.		
9. Bank A/C No. of firm with RTGS code for electronic clearance of the payment.		
10. Telephone number		
11. E-mail address & Web Site		
12. Telefax Number		
13. ISO Certification, if any (If yes, please furnish details).		
14. Pan No:		
15. PF/EPF Registration No:		
16. Service Tax Registration No:		
1. The information furnished above shall be supported by authentic documents including registration number of the firm. 2. The copies of documents submitted shall be duly attested by a Gazetted Officer.		
Signature of the Tenderer/s:-		

Sign. of Tenderer (s)

[46]


 For DFCCIL

ANNEXURE – II

Self Certificate

- a. I/We have downloaded the tender form from the internet site www.dfccil.org and I/We have not tampered/modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
- b. I/We are submitting a demand draft No..... dated..... issued byfor Rs. towards the cost of tender form.
- c. I/We certify that I/We are not black listed or debarred by DFCCIL or Railways or any order 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:

Sign. of Tenderer (s)

[47]


For DFCCIL

**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; 18/N(Ground Floor), Block ‘A’, New Alipore, Kolkata – 700053.’ By the issuing Bank under Registered Post A.D.).

To,
Chief Project Manager;
DFCCIL;
18/N(Ground Floor),
Block ‘A’, New Alipore,
Kolkata – 700053.

In consideration of the Chief Project Manager; DFCCIL, (hereafter called “DFCCIL”) having agreed to accept fromhereafter called “the said Contractor/s”), under the terms and conditions of an Agreement/Acceptance letter dated..... made between.....and(hereafter called “the said Agreement”) the Performance Guarantee for the due fulfilment 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 hereafter referred to as “the Bank”) at the request of Contractor/s do hereby under take to pay the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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


For DFCCIL

KKK/EN/Survey/01/2013-14

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

Dated this.....day of.....2012

For. -----

(indicate the name of the Bank)

Signature of Tenderer(s)

Sign. of Tenderer (s)



For DFCCIL

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, 18/N(Ground Floor), Block 'A', New Alipore, Kolkata – 700053.(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. ----- (hereafter called "the works", and has accepted a Bid by the Contractor for the execution 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 convents with the DFCCIL to execute and complete the works and remedy any defects herein 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:

- 1.
- 2.

Name and address of the witnesses to be indicated.

(Name, Designation and address of the authorised signatory)

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

Witness:

- 1.
- 2.



For DFCCIL

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 OURRELATIVE/RELATIVES EMPLOYED IN THE DFCCIL EXCEPT THE NAMES MENTIONED HEREIN UNDER:

1.....

2.....

3.....

AND SO ON.....

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

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

Annexure – VI

Details of works completed in last three financial years including current financial year

Sl. 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/Credential 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:-

Sign. of Tenderer (s)


For DFCCIL

Annexure – VII

Details of works under progress in last three financial years including current financial year

Sl. 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/Credential 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 THE TENDER DOCUMENT

Sign. of Tenderer (s)



For DFCCIL