

Tender No. "KKK-EN-Geotech-Detour-Ph-I"

Dedicated Freight Corridor Corporation of India Ltd.
(A government of India Enterprise under Ministry of Railways)

Name of Work: - **Geotechnical Investigation work for Koderma detour section forest Area (Koderma to Paharpur), Tunnel at Koderma Detour section and Gaya Detour under the Jurisdiction of CGM/Kolkata / DFCCIL.**

Single Packet OPEN TENDER

Tender No- KKK-EN-Geotech-Detour-Ph-I



(PARTICIPATION THROUGH E-TENDER ONLY)

E-tendering site- <https://www.ireps.gov.in> / its link at www.dfccil.com
(Help desk of IREPS: 011 -23761525)

Dedicated Freight Corridor Corporation of India Ltd., 10th Floor
Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071

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Dedicated Freight Corridor Corporation of India Ltd.,
10th Floor Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071

E-Tender No.

KKK-EN-Geotech-Detour-Ph-I

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NOTICE FOR INVITING E-TENDER

Sealed tenders are invited by the Chief General 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-Geotech-Detour-Ph-I
2.	Name of Work	Geotechnical Investigation work for Koderma detour section forest Area (Koderma to Paharpur), Tunnel at Koderma Detour section and Gaya Detour under the Jurisdiction of CGM/Kolkata / DFCCIL
3.	Estimated Cost of Work	Rs. 3,57,93,541/- (Rupees Three Crore Fifty Seven Lakh Ninety Three Thousand Five Hundred Forty One Only)
4.	Completion Period	Nine Months
5.	Type of BID	Single Stage Single Packet Open E-Tender
6.	Tender Document Cost (Non-Refundable)	Rs. 10,000/- Plus @18% GST = Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only) to be deposited online through payment gateway provided at www.ireps.gov.in
7.	Earnest Money	Rs. 7,15,900/- (Rupees Seven Lakh Fifteen Thousand Nine Hundred Only) to be deposited online through payment gateway provided at www.ireps.gov.in
8.	Uploading of NIT & Tender Document	18/07/2020 at 13:00 hrs on www.ireps.gov.in
9.	Last Date & Time of Submission of tender (Online)	17/08/2020 at 15 :00 hrs on www.ireps.gov.in
10.	Date and Time of Opening of Tender (Online)	17/08/2020 at 15 :30 hrs on www.ireps.gov.in
11.	Duration of Contract	09 (Nine) months
12.	Validity of the offer	120 days from the date of opening of the tender.
13.	Retention Money / Security Deposit	5% of Contract Value (to be deducted from On-account payment @10% till the value reaches 5% of Contract Value)
14.	Address for Communication	Chief General Manager/Kolkata Office of Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd., 10th Floor Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071. Mob No. 9007041124/8511188332 e-mail: uttammajumdar@dfcc.co.in
15.	Help Desk for E-tendering	www.ireps.gov.in For any help in connection with E-tendering & matter relating to Digital signature, please contact 'Help Desk' available on left Navigation Block of home page of the site https://www.ireps.gov.in and phone No. 011-23761525
16.	Availability of Tender Documents	The Tender documents can be downloaded from www.ireps.gov.in . Tenderer who wishes to view free Notification and Tender documents can visit www.ireps.gov.in DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least 7 days in advance of date of opening of tender and placed on the website www.ireps.gov.in only

DATE & TIME SCHEDULE

1.	Date of uploading NIT (Online Publishing Date)	18.07.2020 at 13:00 Hrs
2.	Bid Submission (Online) Start Date	03.08.2020 at 13:00 Hrs
3.	Bid Submission (Online) End Date	17.08.2020 at 15:00 Hrs
4.	Last Date of Submission of Originals of Mandatory Documents i.e., EMD& Tender Document Fees etc.	17.08.2020 at 15:00 Hrs
5.	Bid Opening (Online) Date & time	17.08.2020 at 15:30 Hrs

Format for Covering Letter for Tenderer
(On letter head of firm/ Company)

To,
Dy. Chief Project Manager/Engg,
DFCCIL/ Kolkata.

Name of Work: - Geotechnical Investigation work for Koderma detour section forest Area (Koderma to Paharpur), Tunnel at Koderma Detour section and Gaya Detour under the Jurisdiction of CGM/Kolkata / DFCCIL.

Tender No: KKK-EN-Geotech-Detour-Ph-I

1. 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 these tender single packet Open E-tender for acceptance for a period of 120days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the special conditions as lay down by the DFCCIL Administration for the execution of present contract.
2. A sum of Rs. 7,15,900/-is being deposited as Earnest Money online through payment gateway on www.ireps.gov.in. The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:
 - i) I/We do not execute the contract agreement within 30(days) from the date of issue of Letter of Acceptance; or,
 - ii) I/We do not submit a 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 30 days after issue of Letter of Acceptance and before signing of the Agreement; or,
 - iii) I/We do not commence the work within 7 days after receipt of Letter of Acceptance; or,
 - iv) I/We withdraw the offer during the period of validity/ extended validity; or,
 - v) When any of the information furnished by the tenderer not found true.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness
Name and Address of Witness

(Signature of Tenderer)
Name and Address of Tenderer

Check List for Document to be Submitted

S.No.	Document to be Attached	Ticked Yes/No.
1.	The covering letter as per format given in the Section 2	
2.	Power of Attorney the person signing the tender document in original if specific to this work or Attested copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
3.	Certified Copy of GST No., PAN Card and Aadhar Card	
4.	Certified Copy Registration of Company/ Firm/ Agency, Partnership Deed/ Memorandum and Articles of Association of the Company/ Firm/ Agency.	
5.	Certificate of not having been blacklisted in form of prescribed in Annexure-I	
6.	Bidder's general information in form of prescribed in Annexure-II	
7.	Constitution of Company/ Firm/ Agency in form of prescribed in Annexure-III	
8.	Statement of works completed by the contractor during last three financial years & current financial year Annexure-IX	
9.	Details of contractual payment received in last three financial years & current financial year Annexure-X	
10.	Complete Tender Document including Corrigendum/ Addendum Signed by Bidder.	

Important Note:

Document No.1 to 10, should be scanned and uploaded along with offer as attached at website www.ireps.gov.in

Section 3

3.0 The salient features of the contract are as follows:

i.	Tender No.	KKK-EN-Geotech-Detour-Ph-I
ii.	Name Work of	Geotechnical Investigation work for Koderma detour section forest Area (Koderma to Paharpur), Tunnel at Koderma Detour section and Gaya Detour under the Jurisdiction of CGM/Kolkata / DFCCIL.
iii.	Duration of Contract	09 months from the Date as specified in the letter of Acceptance
iv.	Estimated Cost of Work	Rs. 3,57,93,541/-(Rupees Three Crore Fifty Seven Lakh Ninety Three Thousand Five Hundred Forty One Only)
v.	Earnest Money	7,15,900/-(Rupees Seven Lakh Fifteen Thousand Nine Hundred Only) to be deposited online through payment gateway provided at www.ireps.gov.in
vi.	Performance Security Deposit	5% of Contract Value form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5 % of the contract value to the DFCCIL within 30 days after issue of Letter of Acceptance and before signing of the Agreement
vii.	Retention Money / Security Deposit	5% of Contract Value (to be deducted from On-account payment @10% till the value reaches 5% of Contract Value)

3.1 Submission of E-Tender:

3.1.1 Tender Document Obtaining Process

3.1.1.1. It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ("CA") to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in), in the name of the person who will submit the Online tender and is authorized to do so.

3.1.1.2. To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the IREPS (www.ireps.gov.in) and to have User ID and Password.

3.1.1.3. www.ireps.gov.in is the only website for submission of tender. "Vender Manual containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in.

3.1.2 Submission of Offer:

3.1.2.1 Tender shall be submitted through Online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.

3.1.2.2 All the required documents (legible) as mentioned in Check list from S.No.1-10 have to be uploaded along with the offer on www.ireps.gov.in failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.

- 3.1.2.3 The detailed instructions of e-tendering can be read through website www.ireps.gov.in.
- 3.1.2.4 The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in
- 3.1.2.5 The tender will be accepted only in e-tendering mode and no other mode of submission shall be accepted.
- 3.1.2.6 The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in.
- 3.1.2.7 The bid shall be accepted through Online mode only.
- 3.1.2.8 Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves all rights to modify, expand restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
- 3.1.3 The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting, Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least ten days before the due date of submission of the tender.
- 3.1.4 Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- 3.1.5 All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 3.1.6 After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- 3.1.7 For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- i) Financial Bid.
 - ii) Notice inviting Tender.
 - iii) Instructions to Bidders.
 - iv) Scope of Work.
 - v) Special Conditions of Contract.
 - vi) General Conditions of Contract.
- For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item.
- 3.1.8 Contractor must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document.
- 3.1.9 Submission of a tender by a tenderer implies that he had read all the tender

documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.

3.1.10 DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this Regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.

3.1.11 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.

3.1.12 The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the Contractor. DFCCIL reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the quoted rates to a reasonable level. The tenderer must note that during negotiations, quoted rates can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him

3.1.13 Modification/Substitution/Withdrawal of Bids:

- i. Once bid is submitted, the tender will not be allowed to withdraw the offer.
- ii. The tenderer can however modify their bid till closing time of tender. In case of revising the bid, the revised bid will supersede earlier bids and the latest bid will be considered for evaluation.

3.1.14 Opening and Evaluation of Bids:

- i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section -1 (Notice inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.

Address: Online Opening of Tender

Office of Chief General Manager,
Dedicated Freight Corridor Corporation of India Ltd., 10th Floor Metro
Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071.

- ii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signature are not same, the Bid shall be considered Non-Responsive
- iii) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 17.08.2020

3.1.15 Deadline for Submission of Tender:

Tenderer Must ensure to complete the tender submission process in time as www.ireps.gov.in will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 17.08.2020).

3.1.16 Contractor may visit the site on any working day to assess the scope of Work before submitting their offer.

3.1.17 Cost of Tender Document:

The Tenderer shall deposit cost of tender as prescribed in section-I, online through payment gateway of www.ireps.gov.in.

3.1.18 Earnest Money Deposit (Tender Security):

- i) The tenderer must deposit the amount of Earnest Money for the amount prescribed in section-I, online through the payment gateway on www.ireps.gov.in.
- ii) Tenders received without Earnest Money in full in the manner prescribed above shall be summarily rejected.
- iii) The Earnest Money Deposit of the Successful Tenderer, will be retained towards part of Security Deposit.
- iv) In case of Unsuccessful Tenderers, the Earnest Money will be refunded to them without interest after finalization of the Tender as promptly as possible. The Earnest Money of the Successful Tenderer shall be converted to Retention Money/Security Deposit when the Successful Tenderer has furnished the Performance Security and signed the Contract Agreement.
- v) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Tenderer it:
 - a) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or
 - b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 5% of contract value) as per Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
 - c) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
 - d) Withdraws the offer during the period of validity/extended validity.
 - e) When any of the information furnished by the tenderer not found true.

The forfeiture of Earnest Money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract

3.2 Eligibility Criteria:

As per Clause 4.14 of General Conditions of Contract (Section 4).

3.3 Canvassing

No Tenderer is permitted to canvass to employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

3.4 Award Of Contract:

- i) Employer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.
- ii) Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the contractor till such time the contract agreement is signed.



Section4

General Conditions of Contract

4.1.0 General Conditions of Contract will form an integral part of the Tender and contract, which is enclosed along with the tender documents. In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

4.1.1 Definitions:

Unless excluded by or repugnant to the context:

- 4.1.1.1. The expression "Department" / "Client" / "DFCCIL" / "Corporation" / Employer as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd. (DFCCIL) which expression shall also include its legal successors and permitted assigns.
- 4.1.1.2. "Officer" / "Officer-in-charge" / "DFCCIL's representative" of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.1.3. The "Contract" shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned there in including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed of or more contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 4.1.1.4. The "Contractor/ Tenderer(s)" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- 4.1.1.5. The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- 4.1.1.6. The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- 4.1.1.7. A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.1.8. A "month" shall mean a calendar month.
- 4.1.1.9. A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.1.10. "Client" means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.1.11. "Consultant" means any entity or person that may provide or provides the

Services to the Client under the Contract.

- 4.1.1.12. "Data Sheet" means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.1.13. "Day" means calendar day.
- 4.1.1.14. "Government" means the Government of India.
- 4.1.1.15. "Personnel" means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.1.16. "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.1.17. "Proposal" means the Technical Proposal and the Financial Proposal.
- 4.1.1.18. "RFP" means the Request For Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.1.19. "Services" means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.1.20. "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.1.21. "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.1.22. "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, lighten in gandun-precedent floods over which the contractor has no control.
- 4.1.1.23. "GCC" mean the General Conditions of Contract.
- 4.1.1.24. "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the Tender.
- 4.1.1.25. "Local currency" means the currency of Government of India.

4.2.0 General information

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).
- 4.2.3 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).

- 4.2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.
- 4.2.6 It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:
Defines, for the purpose of this paragraph, the terms set forth below as follows:
- a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection processor in contract execution;
 - b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - c) "collusive practices" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, non competitive levels;
 - d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - e) Will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - f) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
 - g) Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3.0 Communication and Language of Contract

4.3.1 Communication to be in writing.

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

4.4.0 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, typewritten, 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 and Hindi, which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

4.6 Entire Agreement

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

4.7 Modifications

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

4.8 Care in Submission of tenders: -

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

4.9 Rights of The DFCCIL To Deal with Tender: -

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

4.10 Omissions & Discrepancies: -

- 4.10.1 Should a Tenderer(s) find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially effect the basis of the tender and the successful Tenderer(s) shall take up on 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 digitally signing the tender documents. DFCCIL will not be bound by any Power of Attorney granted by the Tenderer(s) or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

4.12 Performance Guarantee (P.G)

- 4.12.1 On acceptance of tender the successful tenderer shall have to submit performance guarantees as stipulated in Annexure-V 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.
- 4.12.2 if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work.
- 4.12.3 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.
- 4.12.4 The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (Five percent) for the excess value over the original contract value shall be deposited by contractor.
- 4.12.5 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'.
- 4.12.6 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 participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

4.12.7 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.

4.12.8 When the contract is rescinded, the retention money shall be forfeited and the performance security shall be encashed.

4.13 Security deposit

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

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

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

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

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

4.14 Tenderer(S)'s credential: -

SN	Criteria	Documents required
1	The Tenderer(s) should have physically completed, during the last three financial years and including the current financial year. Similar Nature of Work:- "Geotechnical Investigation work" costing not less than 35% of the estimated cost of work in the last three years {i.e. current year and previous three financial years} for any government department/PSU. Date of start of work may not fall in this period.	The bidder has to submit certificate issued by concerned authorities as per Performa given in Annexure-I of the bid document.
2	The bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. current year and preceding 3 years as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work.	Copy of audited Profit/Loss Account, Balance Sheet, copy of Income-Tax Return certified by Chartered Accountant for FY 2017-18, 2018-19, 2019-20. & current year

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

4.14.2 The Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per Para 4.14 and such certificate should clearly brought out as per Annexure –V.

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

4.14.4 All photocopies should be uploaded with the tender form duly attested.

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

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

4.15 Agreement:

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

4.16 Change in Address:

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

4.17 Supervision and Superintendence

Contractor's Supervision

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of construction. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions & variation orders as the Engineer may issue during the progress of the works.

4.18 Use of Explosives

Blasting is not permitted on this work unless under exceptionally unavoidable conditions but subject to Government's Policy on the subject matter and approval of DFCCIL.

4.19 Protection

The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor / his Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the DFCCIL / Engineer / Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

4.20 Workmen

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to prosecuted as per Indian Laws.

4.21 Safety Precautions and Emergencies and Protection of Environment

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and program, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

4.22 Obligation of DFCCIL

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

4.23 Force Majeure

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

4.24 Indemnity

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

4.25 Defense of Suits

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

4.26 Other Terms and Termination

- 4.26.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of as specified in the tender document.
- 4.26.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.
- 4.26.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 4.26.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all Times act as an In dependent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both

parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

4.27 Laws and regulations:

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.

4.28 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.

4.29 Income tax

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

4.30 Goods and Services Tax

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

4.31 Permits, Fees, Taxes & Royalties

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt. except Goods and service tax. The service tax liability on the Contractor will be governed by clause 4.30 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.

4.32 Statutory Increase in Duties, Taxes etc.

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the tender. The tender shall be inclusive of all taxes levies, octroi etc. Further DFCCIL shall not honor any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/Tendering contract or should bear the above fact in mind.

4.33 Delay and Extension of Contract Period / Liquidated Damages

4.33.1 The time allowed for execution and completion of the works or part of the

works as specified in the contract, shall be essence of the contract on the part of the Firm/Contractor.

4.33.2 As soon as it becomes apparent to the Firm/Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forth with inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the work and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Firm/Contractor or not, the Firm/Contractor shall be bound to apply for extension well within the period of completion / extended period of completion of the whole works and/or portions thereof.

4.33.3 Extension due to modifications

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

4.33.4 Delays due to Employer

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force majeure event referred to in Clause 23.0 or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.

4.33.5 Delays due to Employer / Engineer

In the event of any failure or delay by the Employer / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is I are reasonable.

4.33.6 Delays due to Firm/Contractor and Liquidated Damages

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Firm/Contractor's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Firm/Contract or in a reasonable and acceptable short time, then, the Engineer may allow the Firm/Contractor extension or further extension of time, for completion, as he may decide, subject to the following:-

- a Without prejudice to any other right or remedy available to the

Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor or is in default.

- b The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be.
- c The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

4.33.7 Engineer's decision on compensation payable is final.

4.33.8 The decision of the Engineer as to the compensation, if any, payable by the Firm/Contractor or under this clause shall be final and binding.

4.33.9 Time to continue to be treated as the essence of contract in spite of extension of time. It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Firm/Contractor.

4.34 Determination of Contract Due to Firm/Contractor's Default Conditions Leading To Determination of Contract

4.34.1 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.

4.34.2 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).

4.35 Determination of Contract On DFCCIL/ Engineer's account

The DFCCIL shall be entitled to determinate the contract, at anytime, should, in the DFCCIL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/ vouchers etc., to the satisfaction of DFCCIL. The decision of the DFCCIL on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

4.36 Fossils etc.:

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out at the expenses of the Engineer's order as to the disposal of the same.

4.37 Labour rules

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.

4.38 Compliance of Various acts:

The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour acts and Employees Provident Fund Act 1952 along with any Statutory Modifications thereof for 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 aforesaid act.

4.39 Child Labour (Prohibition and Regulation) Act- 1986.

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

4.40 Settlement of Disputes

All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contractor 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:

4.41 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.

4.42 Conciliation/Arbitration

- 4.42.1 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.
- 4.42.2 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.
- 4.42.3 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).
- 4.42.4 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.
- 4.42.5 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.
- 4.42.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

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

4.42.8 The fees and other charges of the Conciliator/Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Tenderer(s).

4.43 Award to Be Binding on all Parties

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

4.44 Substitute Arbitrators:

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

4.45 Interest on Awarded amount

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

4.46 Settlement Through Court

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

4.47 Exception

For settlement of disputes with central PSUs, the procedure as preexisting orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

4.48 JURISDICTION OF COURTS

Jurisdiction of courts for dispute resolution shall be Kolkata only.

Section 5

General Conditions of Contract, Specifications and Terms of Reference

5.1 Introduction

DFCCIL has undertaken to construct Dedicated Freight Corridor from Gomoh to Chiraila-Pauthu on Eastern Corridor. The alignment comprises of the construction of Forty Four Major Bridges, Four Hundred Seventy Seven Minor Bridges, and Forty Five RUB. The alignment stretches from the Ch. 310.00 to 543.64 and Detour from KQR (Km 395.267) to PPR (Km 430.806): 56.7 Km total length of alignment is 255.581km. For this purpose, it is essential to determine the Geotechnical parameters for the design and construction of bridges and embankment/ cutting formation along proposed track alignment. The tender has been proposed for conducting geotechnical investigation for Tunnels (in KQR detour), major bridges, RFOs, Viaduct, minor bridges, RUB and alignment for proposed DFCCIL track in Gomoh to Chiraila-Pauthu section (Phase I) from 395.267 km (KQR Detour Forest Area) to 475.20 km(Gaya Detour), preparation of geotechnical investigation report, preparation of other documents in hard and soft copies.

5.1.1 Preparation & submission of reports should be section wise. The Sections are as under:

Section No.	From Station	To Station	Approx Route Km
1	Koderma	Paharpur	56.70
2	Manpur	Kastha	13.20
3	Tunnel (in Koderma Detour)		

5.2 Detailed Scope of Work:

5.2.1 Preliminary Geotechnical Investigation

- a) The contractor shall prepare a scheme of Geotechnical investigation required to be carried out. For this the contractor will make an assessment of the sub soil condition in the area of consideration by going through available details, inspection and survey of area, past history of structures built close to the proposed site and other such assessments. The contractor shall undertake study / collect material, as required, on his own cost. The Geotechnical investigation scheme could be modified / updated later based upon actual field data to the extent required. Suggested location of borehole is enclosed at Annexure XIV for reference.
- b) Contractor shall carry out preliminary Geotechnical investigation to a depth down to a maximum 50 m. depth for important bridges, 12 m. depth for minor bridges / alignment, in all types of soils (or as decided by Engineer-in-charge as per the site conditions), 150 mm / NX size vertical boreholes in soil and rock, laboratory testing of the sample collected from **the reputed laboratory** (either of the firm or as decided by the engineer in-charge) of soil, rock & water samples

as required for preliminary design of bridges and submission of reports thereof.

c) The Geotechnical Investigation work includes:

- (i) Drilling of 150 mm dia bore holes in all kind of soil including laterite, gravel and cobble and NX size borehole in boulder and rocky strata as specified in BOQ (up to 20m depth or 5m in the refusal strata where SPT N value is more than 100, whichever is earlier)
- (ii) Conducting Standard Penetration Test at every 3.0 m interval starting from first sample at 1.5m depth or at the change of stratum as per **IS:2131**.
- (iii) Collection of disturbed, undisturbed soil samples and water samples and carrying out various laboratory testing as per relevant IS codes in consultation with Engineer-in-charge of DFCCIL
- (iv) Collection of rock core samples and carrying out various laboratory testing as per relevant IS codes in consultation with Engineer-in-charge of DFCCIL.
- (v) Preparation of bore logs, location plan of boreholes, various test results curves and calculations on computer by using suitable software.
- (vi) Submission of draft report in 2 copies and final reports in 5 hard copies and one soft copy including details of recommendation of suitable type of foundations with the Safe Bearing Capacity.

5.2.2 Special Technical Specification To Be Followed Are As Under:

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

IS:4078	Code of practice for indexing & storage of drill cores.
IS:2131	Method for standard penetration test.
IS:1892	Code of practice for sub surface investigation for foundations.
IS:6926	Diamond core drilling site investigation for river valley projects.
IS:5313	Guide for core drilling observation.
IS:4464	Code of practice for presentation of drilling information and core description in foundation investigation.
IS:5529 (Part-I & Part-II)	Code of practice for in-situ permeability tests in overburden and rock respectively.

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

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

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

- a) Conducting Standard Penetration Test at every 3.0m interval starting from first sample at 1.5m depth or at the change of stratum as per IS: 2131.
- b) Collection of disturbed, undisturbed soil samples and water samples out

various laboratory testing as per relevant IS codes

- c) Tests on Undisturbed and disturbed Samples
 - ❖ Visual and Engineering Classification
 - ❖ Sieve Analysis and Hydrometer Analysis
 - ❖ Liquid, Plastic and Shrinkage limits
 - ❖ Specific Gravity
 - ❖ Chemical Analysis.
 - ❖ Swell Pressure and Free Swell index determination.
- d) Test on Undisturbed Samples
 - ❖ Bulk Density and Moisture Content.
 - ❖ Unconfined Compression Test.
 - ❖ Box Shear Test. (in case of sand)
 - ❖ Tri Axial Shear Tests: (depending on the type of soil and field conditions on undisturbed or remoulded samples):
 - (i) Unconsolidated undrained.
 - (ii) Consolidated Undrained Test with the Pressure Measurement of Pore Water.
 - (iii) Drained Consolidation Test
- e) Tests on rock Samples
 - ❖ Visual classification
 - ❖ Moisture content, porosity and Density
 - ❖ Specific gravity
 - ❖ Unconfined compression test. (both saturated and at in-situ water content)
 - ❖ Point load strength index
- f) Chemical analysis of sub-soil include determination of pH value, carbonate sulfite (both SO_3 and SO_4) chloride and nitrate content, organic chemicals matter salinity and any other chemicals harmful to indicated as percentage (%).

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

- a) **For Soil**
 - (i) Engineering properties of soil/rock.
 - (ii) The location and extent of rock layer and other weak features.
 - (iii) Soft pockets if any under the hard founding strata.
 - (iv) The geological features like type of rock, fault, fissures etc.
 - (v) Ground water table.
 - (vi) Artesian condition, if any.
 - (vii) The depth and existence of scour.
 - (viii) The bearing capacity for foundation.
 - (ix) Probable settlement and probable differential settlement of the foundation.

b) For Rock

- (i) Depth of rock strata and its variation over a site.
- (ii) Whether isolated boulder or massive rock formation.
- (iii) Extent and character of weathered zone.
- (iv) Joint frequency in the rock.

5.2.2.3. Submission of Report :- The report shall be submitted Section wise as mentioned in Para 5.1.1 of Section 5 of Bid document.

5.2.2.4. Submission of report on sub-soil investigation in 5 copies which shall include:

- (i) Site plan of showing position of Bore holes.
- (ii) Ground level of bore holes with respect to referred Bench Mark.
- (iii) Level of Ground water table with respect to existing Ground Level.
- (iv) Sub-soil profile combining all bore holes for each work.
- (v) Field test results in tabular form showing "N" values of different layer & description of soil/rock in each layer with symbol.
- (vi) Laboratory test results in tabular form mentioning %of clay, silt, sand etc., specific gravity, void ratio, Dry density, Moisture content, L.L., cohesion, angle of shearing resistance, compression index and other details as per agreement condition to be submitted & diagrammatically represented.
- (vii) In case rock is encountered, classification & characteristics of rock, RQD, safe bearing capacity, founding level should be mentioned. Nature of Cleavage plane to be specified.
- (viii) Consultants should recommend type of foundation with details calculation of bearing capacity, founding level should be mentioned. Nature of Cleavage plane to be specified.
- (ix) For embankment, detailed calculation with sketches showing slip circles for stability analysis of embankment at different locations as directed by Engineer in-charge depending on height of proposed bank & earth strata.
- (x) Detailed calculation and analysis for base failure and recommendation on ground improvement method, if enquired.
- (xi) Reports should be signed by consultant, Engineer-in-charge at site as field/laboratory verification.

5.2.2.5. Report submitted will cover the following items in details:-

A. For Deep Foundation/Pile Foundation

- (i) Calculation of Bearing capacity and settlement of bored cast-in-situ piles of different dia. For specific design load.
- (ii) Bearing capacity and technical recommendation of deep foundation for proposed structure.

B. For shallow foundation for Bridges/Service buildings

- (i) Calculation for Bearing capacity and settlement for shallow foundation at each bore location.
- (ii) Technical recommendation on type of foundation for purposed structure

C. Railway Embankment

- (i) Longitudinal section profile of earth crust in proposed alignment.
- (ii) Detail calculation with sketches showing slip circles for stability analysis

of embankment (as per RDSO's hand book on soil engineering at different locations as directed by Engineer in charge depending on height of proposed bank and earth strata,

- (iii) Detail calculation and analysis for base failure and recommendation on ground improvement method, if required.

5.3 General

5.3.1. Time Schedule:

The total time allowed for the completion of work is 09 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.

5.3.2 Additional Work:

Engineer of representative of DFCC shall have the power to make any alteration, deletion, addition or substitution in the original scope and specification of work and no claim whatsoever on account of the above shall be entertained except for the payment for the actual work done on agreed rates for original items of the contract and negotiated and approved rates for new item. The contractor shall not refuse to carry out any new item as directed by CGM/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.

5.3.3. Quantity Variation:

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

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

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

- a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
- b) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.

- 5.3.3.3. The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
- 5.3.3.4. Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- 5.3.3.5. Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of Finance and approval of Tender Accepting Authority.
- 5.3.3.6. For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of Tender Accepting Authority may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

5.3.4. 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.

5.3.5. Conflict of Interest:

Normally a company/firm individually, who is awarded this work, will not be permitted to bid for the construct tender or design and construct tender for the same work.

5.4 Other Conditions

- 5.4.1 The contractor shall be liable to honor 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.
- 5.4.2 The contractor shall indemnify the DFCCIL and its employee against any penalties 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 causes, decision of the Chief Project Manager/DFCCIL/ Kolkata will be final and binding on the contract.
- 5.4.3 Special Conditions by Tenderer(s)
 - (a) The Tenderer(s) is normally, not expected to make any special condition/stipulation of Ns own and is expected to submit his tender in accordance with the conditions/stipulations contained in these documents, if however, the Tenderer(s) wishes to make any special condition stipulation(s)

or wishes to intimate DFCCIL. of any matter of importance, he may do so in a covering letter. Such stipulations and conditions shall be a part of the contract in case of acceptance of the tender, only to the extent explicitly accepted by the DFCCIL

The accepting authority reserves the right not to accept any such special stipulations and conditions made by the tenderer and may reject the tender(s) as unacceptable without any reference to the Tenderer(s) or may ask the Tenderer to withdraw any or all such stipulations before awarding the contract and in the event of his refusals to do so, may not accept his tender.

- (b) In case, any special conditions and/or stipulations are made by the Tenderer, he shall also indicate, along with such conditions/stipulations, the cost of withdrawal of the same. The accepting authority reserves the right, either to accept the conditions/stipulations made by the tenderer or the cost thereof, at its sole discretion. If such cost is not indicated, it will be construed that the tenderer(s) is not in a position to withdraw these conditions at any cost and the tender may be adjudged accordingly without any reference to the tenderer(s).

5.4.4 **List of Equipments/Tools, Technical Personnel:**

The Tenderer(s) shall submit list of equipment/tools with him and the list of technical personnels in pro-forma given in Annexure IX and X respectively of this bid documents. The Tenderer(s) should also submit specific details along with tender indicating list of personnel and plant & machinery (owned and hired separately) proposed to be deployed for the subject work. The Tenderer(s) without this information may be treated as if the tenderer(s) has no organization and no equipments.

5.5 **REFUND OF BID DEPOSIT**

- (a) The Bid Deposit of the tenderer(s) whose tender(s) have not been accepted, shall save as herein 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.
- (b) No interest will be payable on the Bid Deposit
- (c) (i) Bid Deposit, deposited in cash shall be refunded by a cheque drawn in favour of the tenderer and sent to him by Registered Post at the address of the tenderer given by him in the "FORM OF TENDER contained as Annexure-IX of the tender document. The cheque may be drawn on any Nationalised bank or Schedule Bank in Kolkata as indicated by the Tender(s) in the aforesaid "FORM OF TENDER"
- (ii) In case of the Bid Deposit deposited through other instruments, the relevant instruments, duly released shall be sent to the tenderers at the address given by him in these tender documents, by Regd. Post A/D.
- (iii) DFCCIL shall not be responsible for any postal delays or other causes beyond its control.

Section 6
Special Conditions

6.1 General

- 6.1.1 The exploratory boring and sub-soil investigation may be required to be done during the course of execution of the work. These works shall be done as per relevant Schedule and as decided by the Engineer. These works shall be carried out as per special specifications given herein.
- 6.1.2 Contractor shall set out the work according to the plan and as directed by the Engineer or his representative. Reference pegs shall be made permanent and kept clear of all obstructions. He/ they shall obtain the approval in writing from the Engineer for the correctness of the setting out and the reference marks before commencing the actual execution of the work.
- 6.1.3 In sandy and non-cohesive strata, soil samples shall be collected from the bore holes at depth intervals of 5 M and at every change of strata whichever is less taking due care that the sample collected truly represents the strata and is not vitiated in any way by washing out of fines. Undisturbed soil samples shall be collected from the bore holes in cohesive soil strata at depth of 5 M and at every change of strata whichever is less. Standard penetration tests shall be carried out in all bore holes other than in rock and “N” values shall be recorded at 5 M ht. interval from bed level up to the proposed foundation level and at 2.5 M interval thereafter up to 1.5 times the dia. of well or as directed by Engineer.
- 6.1.4 The location, depth and number of bore holes shown in the tender Schedule are approximate and are subject to modifications as actually required at site at the discretion of the Engineer and no claim whatsoever will be entertained for any extra rate due to modification of quantities shown in the tender Schedule or to sites of bore holes.
- 6.1.5 The exact locations, depths and sequence for boring shall be advised to the contractor by the Engineer beforehand or during the progress of the work.
- 6.1.6 At some of the locations, the boring/drilling work will have to be carried out in standing water or marshy land. In such cases, the contractor shall have to make his own arrangements of boats, trestles, tripods, platforms, sand bags and all other arrangements which are required in order to successfully perform boring/drilling, sample collections, penetration tests and all other items of works. The rate of boring/sampling shall include the cost of all such arrangements including the cost of blank casing pipes and other incidentals like cost of bringing to site, erecting and subsequent removal of the equipments through water or marshy land.
- 6.1.7 Cost of all materials, tools, plants, equipments, sheds etc. required for the work and all charges on account of their transportation, handling, erecting, dismantling after work shall be included in the rates quoted by contractor and no extra payment will be made for these. The rates quoted shall include cost of all ancillary items of work, if any, to complete the work as described.
- 6.1.8 The Engineer will have the right to inspect any or all the equipments of the contractor before starting the work or at any time during the progress of the work and the contractor shall remove from site and not use any such equipment as have been found unsuitable
- 6.1.9 During the course of work the contractor shall afford all facilities, at his own expense, to the Engineer for inspecting the works, taking measurements and for all other activities as found necessary by the Engineer.
- 6.1.10 The contractor shall make accessible to the Engineer all the laboratory equipments, records, testing of samples etc. at all times during the progress of the work. The DFCCIL reserve the right to post full time or part time, one or more of their

representatives in the laboratory of the contractor in order to ensure proper supervision of the work.

- 6.1.11 Engineer for inspecting the works, taking measurements and for all other activities as found necessary by the Engineer.

6.2 Boring/Drilling

- 6.2.1 Bore holes shall be of 150mm nominal diameter. In non-rocky strata the bore hole is to be extended by shell and auger or any other approved method but wash boring or percussion boring shall not be adopted under any circumstances. The boring and drilling work shall be carried out as per IS: 1892-1962.
- 6.2.2 The casing pipe shall be with smooth joints.
- 6.2.3 Elevations of various strata and all levels that are recorded and referred to shall be with respect to the benchmark to be given at any nearby convenient location by the Engineer.
- 6.2.4 During the boring/drilling operation, all samples shall be systematically collected, correctly identified and properly stored.
- 6.2.5 As soon as a bore hole is completed, the contractor shall submit to the Engineer in duplicate a field record of the boring made including identification report of soil stratum by approved field identification procedure as per IS code 1498-1970. In addition a daily progress chart of the work shall be submitted giving the above information.
- 6.2.6 While boring/ drilling, it shall be ensured that the casing does not advance ahead of the bore hole under any circumstances.
- 6.2.7 Before conducting penetration tests or collection of sample from the bore hole, the bottom of the bore hole shall be thoroughly cleaned. Cleaning may ordinarily be done by suitable clean-out augers, sand pumps or bailers, Cleaning shall extend to the edge of the casing and shall preferably be slightly deeper than the casing end.

6.3 UNDISTURBED SAMPLES

Undisturbed soil samples of 100 mm dia. shall be taken as per IS 2132-1972 soon after the bore hole has been cleaned. It shall be sealed and leveled properly as provided in the referred IS Code. For non-cohesive soils, soil samples may be taken as per IS 1892-1962 or any other approved method.

6.4 ROCK SAMPLES

Rock core samples of 50 mm dia. shall be taken from drill cores and the samples shall be marked to indicate their original position and orientation with respect to the parent rock mass. The samples shall be properly sealed by wax, labelled and stored immediately after collection so that these are moisture proof. They shall be sent for testing in a glass jar or wooden box with saw dust.

6.5 DYNAMIC CONE PENETRATION TEST:

The Dynamic Cone Penetration Test will be conducted as per IS 4968 and as directed by Engineer at site.

6.6 GAS DETECTION:

- 6.6.1 While boring/drilling operation, it is necessary to detect the presence of explosive inflammable gases within the soil. During the operation of the boring /drilling the contractor shall arrange to detect the presence of any such gas by any suitable standard method like lowering of a gas detection device inside the bore hole.
- 6.6.2 The contractor may adopt any other alternate method for gas detection, as approved by the Engineer. All safety measures shall be taken to counter any untoward incident

occurs due to presence of any such inflammable or hazardous gas in progress of drilling of Bore-well.

6.7 UNDER GROUND CABLES / CONDUCTORS / PIPE LINES etc.

While boring/drilling operation, it is necessary to detect the presence of any live cables/conductors/pipelines beneath the soil. Prior to and during the operation of the boring /drilling the contractor shall arrange to detect the presence of any such cables/ conductors/pipelines by any suitable standard methods and necessary communications and precautions shall be taken. If there will be any damages occurs to cables/conductors/pipelines during boring/drilling, it will be the responsibility of contractor to make the cables/conductors/pipelines good by contractor on his own cost.

6.8 Deployment of Technical Staff and skilled manpower:

Suitable technically qualified personnel shall be deployed by the Agency to execute the work. They must have proper supervision on drilling of bore hole, extract of core samples, sealing and preservation of extracted samples, coding of samples, maintenance of records for drilling of boreholes and samplings, timely transferring & transportation of samples to the testing laboratory etc. The technical staff must aware of all the deployment of suitable men & plants, operation of plants & equipment for drilling of boreholes, methods of extracting the soil and rock samples as per relevant standards & codes and preparing & maintaining the proper records of samples in registers.

Sufficiently skilled manpower shall be deployed to drilling the borehole, extracting the disturbed and undisturbed samples from borehole without any contamination, sealing, proper marking/Identification, numbering, arranging and storing the samples in order.

6.9 Submission of Photographs and Videos:

The contractor shall arrange to submit one sets of minimum 5 Nos. of photographs of size 5"x7" for each Kilometre showing various operations and stages of different activities of the project. The photograph shall be taken for every important activity during execution of work as decided by the Engineer for display and record purpose. In addition, the contractor will submit 20 sets of laminated photographs in the size of A4 as per instructions of site Engineer. If the photograph as listed above are not submitted, then one time recovery of Rs.75,000/- shall be made from the contractor's final bill.

6.10 Payment Schedule

For items of Drilling Bore Holes, Taking out disturbed and undisturbed Samples, Conducting In-situ tests, Submission of reports etc. – Payment on completion of work satisfactorily & submission of test reports and certified by Engineer-in-charge.

For items of Laboratory Tests – For this payment shall be done on part payment wise:

- (i) Initial test Report submission - 50%
- (ii) Submission of draft final test report - 30%
- (iii) Submission of final test report with determining all requisite values of soil along with bore logs and bearing capacity of soil - 20%

Section-7

Schedule of Approximate Quantities

Tender No. KKK-EN-Geotech-Detour-Ph-I
Name of Work: Geotechnical Investigation work for Koderma detour section forest Area (Koderma to Paharpur), Tunnel at Koderma Detour section and Gaya Detour under the Jurisdiction of CGM/Kolkata

Schedule of Quantity A (Koderma Detour Forest) for Bridges & Track

Sl. No.	Description of Item	Unit	Qty.	Rate (Rs)	Amount in Rs.
1	Exploratory drilling of boreholes down to required depth, drilling of 150mm dia. boreholes in all type of soils except hard rock & large boulders (boulder core more than 30cm) including refilling, reinstating surface and disposing off surplus material including Use of mechanical rigs with power operated winches as well as percussion/chiselling tool for advancing through occasional seams of hard strata to be employed, where necessary in Dry area.				
1a	0m to 10m	metre	3030	1,862.62	56,43,738.60
1b	10m to 20m	metre	1620	1,978.83	32,05,704.60
1c	20m to 30m	metre	1183	2,139.76	25,31,336.08
2	Drilling of NX size borehole (75mm dia) in all types of hard rock (fresh rock) and collection of rock core samples from boreholes and preserving in boxes			-	-
2a	0m to 10m	metre	169	5,305.01	8,96,546.69
2b	10m to 20m	metre	338	5,715.97	19,31,997.86
2c	20m to 30m	metre	1183	6,151.08	72,76,727.64
3	Taking out 100 mm dia & 450 mm long undisturbed samples of soil from bore holes, including provision of air tight containers for packing and, labelling incl. transporting the samples to laboratory. Piston sampler shall be used for extracting undisturbed samples where necessary. Samples shall be collected as per IS 2720.	Each	30	151.69	4,550.70
4	Taking out 100mm dia. & 450mm long disturbed samples of soil from bore holes, including provision of air transporting the samples to laboratory. Samples shall be collected as per IS:2720.	Each	303	187.75	56,888.25
5	Conducting standard penetration test as per IS:2131 at approximate 1.5m intervals in bore holes, as directed by the Engineer in charge	Each	455	251.82	1,14,578.10
6	Conducting laboratory Tests on collected soil samples as per relevant IS code			-	-
6a	Moisture Contents/Dry Density	Each	303	372.53	1,12,876.59
6b	Atterberg Limit	Each	303	894.05	2,70,897.15
6c	Specific Gravity	Each	303	397.35	1,20,397.05
6d	Grain size analysis including Hydrometer analysis	Each	303	730.15	2,21,235.45
6e	Direct Shear Test	Each	303	2,942.92	8,91,704.76
6f	Natural Density	Each	303	397.35	1,20,397.05
6g	Consolidation Test	Each	303	2,980.18	9,02,994.54

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6h	Unconfined Compression Test	Each	303	2,980.18	9,02,994.54
6i	Tri-axial Test	Each	303	3,781.85	11,45,900.55
7	Conducting Laboratory tests on collected ROCK SAMPLES as per relevant IS code			-	-
7a	Density Test	Each	338	496.70	1,67,884.60
7b	Water Absorption & Porosity	Each	338	372.53	1,25,915.14
7c	Hardness	Each	338	855.31	2,89,094.78
7d	Unconfined Compression Test	Each	338	2,384.14	8,05,839.32
7e	Point Load Test	Each	338	1,691.25	5,71,642.50
8	Conducting chemical analysis of ground water samples to determine aggressiveness in relation to attack on Concrete /reinforcement including determination of pH value	Each	338	4,134.99	13,97,626.62
9	Conducting chemical analysis of soil samples to determine aggressiveness in relation to attack on concrete /reinforcement including determination of pH value	Each	338	4,842.79	16,36,863.02
10	Preparation and submission of Final report giving complete and Comprehensive record of investigations, laboratory test reports and calculations in approved format	Each	1	85,680.08	85,680.08
	Three Crore Fourteen Lakh Thirty Two Thousand Twelve Rupees and Twenty Six Paise Only.		Rs.=		314,32,012.26

(for SUGGESTIVE LOCATION OF BOREHOLE SECTION, Annexure XI may be referred)

Schedule – B (Geotech for Tunnel 925m)

Sl. No.	Description of Item	Unit	Qty.	Rate (Rs.)	Amount in Rs.
1	Exploratory drilling of Boreholes 150 mm diameter boreholes in all type of soil including conducting standard penetration test at specified depth and collection of disturbed, and undisturbed samples from bore holes. The rate includes cost of manpower, machinery etc complete	M	30	1320	39,600
2	Drilling of NX size bore holes (75 mm diameter) in all types of rock (boulders, weathered and fresh rock) and collection of rock core samples from bore holes at Tunnel & Bridge sites. The rate includes cost of manpower, machinery etc complete. In case of inclined boring, the length shall be measured along the borehole length				
2a	Upto 50m Depth	M	250	5510	13,77,500
2b	50m upto 100m	M	122	8265	10,08,330
3	In-situ permeability test in bore holes at Tunnel & Bridge sites.	Nos.	3	5510	16,530
4	Erection of drilling equipment from one bore hole site to another bore hole site and construction of working platform for drilling machine including making of approaches	Nos.	6	49591	2,97,546
5	Laboratory tests				
5a	on Soil Samples for i) Natural Moisture content and Natural Dry Density ii) Grain size analysis iii) Atterberg's limit iv) Direct shear test v) Triaxial shear test vi) Consolidation test vii) Specific Gravity viii) Silt factor	Per Sample	22	11902	2,61,844
5b	On Rock samples for	Per	23	13224	3,04,152

	i) Density ii) Specific Gravity iii) Water absorption iv) Uniaxial compressive strength	Sample			
6	Deformability of Rock materials (Young's Modulus, Modulus of Deformability, Stress-Strain Curve, Failure Energy) as per IS 9221 & 9143 for Rock.	Per Sample	6	3857	23,142
7	Petrographic description of rock (Grain size, Mineral Content, Texture etc) for rock.	Per Sample	6	3857	23,142
8	Tensile strength for rock material (Indirect Tensile strength, Brazilian Test) as per IS 10082 for rock	Per Sample	6	2755	16,530
9	Hardness and Abrasiveness of Rock (together with CAI Index Abrasive Test)	Per Sample	6	2755	16,530
Thirty Three Lakh Eighty Four Thousand Eight Hundred Forty Six Rupees Only.			Total Rs.=		33,84,846.00

(for SUGGESTIVE LOCATION OF BOREHOLE SECTION, Annexure XI may be referred)

Schedule C (For Gaya Detour Section)

Sl. No.	Description of Item	Unit	Qty.	Rate (Rs.)	Amount in Rs.
1	Exploratory drilling of boreholes down to required depth, drilling of 150mm dia. boreholes in all type of soils except hard rock & large boulders (boulder core more than 30cm) including refilling, reinstating surface and disposing off surplus material including Use of mechanical rigs with power operated winches as well as percussion/ chiselling tool for advancing through occasional seams of hard strata to be employed, where necessary in Dry area.				
1a	0m to 10m	metre	300	1035.05	3,10,515.00
1b	10m to 20m	metre	96	1099.63	1,05,564.48
1c	20m to 30m	metre	42	1189.05	49,940.10
2	Drilling of NX size borehole (75mm dia) in all types of hard rock (fresh rock) and collection of rock core samples from boreholes and preserving in boxes				
2a	0m to 10m	metre	6	2947.96	17,687.76
2b	10m to 20m	metre	12	3176.33	38,115.96
2c	20m to 30m	metre	12	3418.12	41,017.44
3	Taking out 100mm dia. & 450mm long undisturbed samples of soil from bore holes, including provision of air tight containers for packing and, labelling incl. transporting the samples to laboratory. Piston sampler shall be used for extracting undisturbed samples where necessary. Samples shall be collected as per IS.2720.	Each	3	84.29	252.87
4	Taking out 100mm dia. & 450mm long disturbed samples of soil from bore holes, including provision of air transporting the samples to laboratory. Samples shall be collected as per IS:2720.	Each	30	104.33	3,129.90
5	Conducting standard penetration test as per IS:2131 at approximate 1.5m intervals in bore holes, as directed by the Engineer in charge	Each	45	139.94	6,297.30
6	Conducting laboratory Tests on collected soil samples as per relevant IS code				
6a	Moisture Contents/Dry Density	Each	30	207.01	6,210.30
6b	Atterberg Limit	Each	30	496.82	14,904.60
6c	Specific Gravity	Each	30	220.81	6,624.30
6d	Grain size analysis including Hydrometer analysis	Each	30	405.74	12,172.20
6e	Direct Shear Test	Each	30	1635.36	49,060.80
6f	Natural Density	Each	30	220.81	6,624.30
6g	Consolidation Test	Each	30	1656.07	49,682.10
6h	Unconfined Compression Test	Each	30	1656.07	49,682.10
6i	Tri-axial Test	Each	30	2101.55	63,046.50

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7	Conducting Laboratory tests on collected ROCK SAMPLES as per relevant IS code				
7a	Density Test	Each	12	276.01	3,312.12
7b	Water Absorption & Porosity	Each	12	207.01	2,484.12
7c	Hardness	Each	12	475.29	5,703.48
7d	Unconfined Compression Test	Each	12	1324.85	15,898.20
7e	Point Load Test	Each	12	939.82	11,277.84
8	Conducting chemical analysis of ground water samples to determine aggressiveness in relation to attack on concrete/reinforcement including determination of pH value	Each	12	2297.79	27,573.48
9	Conducting chemical analysis of soil samples to determine aggressiveness in relation to attack on concrete/ reinforcement including determination of pH value	Each	12	2691.11	32,293.32
10	Preparation and submission of Final report giving complete and Comprehensive record of investigations, laboratory test reports and calculations in approved format	Each	1	47611.9	47,611.92
Nine Lakh Seventy Six Thousand Six Hundred Eighty Two Rupees and Forty Seven Paisa Only				Rs.=	9,76,682.47

(for SUGGESTIVE LOCATION OF BOREHOLE SECTION, Annexure XI may be referred)

Summary of Schedule

Sl. No.	Schedule	Description	Amount in Rs.
1	Schedule A	Geotech Investigation for Koderma Detour Forest area for Bridge and track locations	314,32,012.06
2	Schedule B	Geotech Investigation for Koderma Detour Forest area for Tunnel	33,84,846.00
3	Schedule C	Geotech Investigation for Gaya Detour area for Bridge and track locations.	9,76,682.47
	Total Amount	Three Crore Fifty Seven Lakh Ninety Three Thousand Five Hundred Fifty Rupees and Fifty Three Paisa Only	3,57,93,540.53

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

Note:

1. The above rates are inclusive of all taxes unless otherwise specified in the tender document.
2. The tenderer is required to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule. In case of discrepancy, rate quoted in words shall prevail.
3. Location to be covered for forest land under DFO/Hazaribagh/West and DFO/Wildlife/ Hazaribagh along DFCCIL alignment.
4. Payment will be made as given vide Clause 5.7 of Section 5 of Tender Document.
5. No extra rate shall be paid for cutting or up-rooting trees. Moreover, the

contractor will not be authorized to take away the tree observing the forest laws of the land.

Declaration by the tenderer

- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

Address:

Signature of tenderer/s

Annexure-I

Performa for Affidavit.(on the letter head of the bidder)

I _____ Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that the firm M/s._____ has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

Signature of Proprietor/Director/Partner

With official stamp.

BIDDER 'S GENERAL INFORMATION

Annexure – II

- 1.1 Bidder s Name:
- 1.2 Number of years inoperation.....
- 1.3 Registered Address.....
.....
- 1.4 Operation address if different from above.....
.....
- 1.5 Telephone Number.....
(Country) (Code) (Area Code) (Telephone Number)
- 1.6 E-mail address & web Site.....
- 1.7 Telefax Number.....
(Country) (Code) (Area Code) (Telephone Number)
- 1.8 ISO certification, if any (if yes, please furnish details).....
- 1.9 PF/EPF Registration No:.....
- 1.10 GST No.....
- 1.11 Pan No.....
- 1.12 Bank A/C No with Bank code for electronic clearance of the payment:

(Seal & Signature of Bidder)

Annexure- III

CONSTITUTION OF THE FIRM/ COMPANY

1. Full name of contractor's firm and year of establishment:
2. Registered Head Office address:
3. Branch offices in India:
Address on which correspondence regarding this tender should be done.
4. Constitution of firm (give full details including name of partners/ executives/
Power of Attorney/ Holders etc.
5. Particulars of registrations with Government

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp Paper to be in the name of Executing Bank)

From:

.....

Name and address of bank

.....

To:

The Managing Director

Dedicated Freight Corridor Corporation of India Ltd.

5th Floor PragatiMaidan Metro Station Building Complex

New Delhi- 110001

WHEREAS, Dedicated Freight Corridor Corporation of India Ltd. hereinafter called "the Employer" acting through (insert designation and address of the Employers' Representative)has accepted the tender for.....(name of the work)..... vide Letter of Acceptance No.....dated.....to M/s.....(Name of the contractor) (Name of members of the consortium).....hereinafter called the „ Contractor'.

AND

WHEREAS the Contractor is required to furnish a „Performance Security' in the form of Bank Guarantee for the sum of Rs... in amount..... (Rupees.....in words.....) which is a condition precedent to the signing of the Contract Agreement.

AND

Whereas.....(Name of the bank).....with is branch at(address).....having our Head Office at.....(address including name of country).....hereinafter called " the Bank" acting through.....have, at request of the Contractor, agreed to give the guarantee as hereinafter contained: KNOW ALL MEN by these presents that we the undersigned....Names of authorized representatives of the Bank).....being fully authorized to sign and incur obligations for and on behalf of(full name of the Bank).....that the said Bank will guarantee the Dedicated Freight Corridor Corporation of India Ltd. the full amount in the sum of Rs.....(amount in words)..... as stated above.

After the Contractor has signed the aforementioned Contract Agreement with the DFCC, the Bank undertakes to immediately pay to Dedicated Freight Corridor Corporation of India Ltd., any amount up to and inclusive of aforementioned full amount upon written order from DFCC without any demur, reservation or recourse;

The Bank shall pay the amount so demanded without any reference to the Contractor and without the DFCC being required to show grounds or give reasons for its demand or the amount demanded.

The Guarantee hereinbefore shall not be affected by any change in the

constitution of our Bank or in the constitution of the Contractor.

We agree that no change, addition to or other modifications to the terms of the Contract Agreement or to any documents which have or may be made between DFCC and the Contractor will in any way release us from any liability under this guarantee and we waive any requirement for notice of any such change, addition or modification.

This guarantee is valid and effective from its date. This guarantee and our obligations under it will terminate on (the issue of) the..... day of.....And any demand for payment under it must be received at this office on or before that date.

We agree that our obligation to pay any demand made by DFCC before the termination of this guarantee will continue until the amount demanded has been paid in full.

Date.....

Signature of Authorized person of bank

Place.....

.....

(Name in Block letters)

(Designation)

(Address.....)

Witness:

1. Signature

Name & Address & Seal

Bank's Seal

Authorization

2. Signature

Name & Address & Seal

**FORM OF AGREEMENT
TO BE EXECUTED ON A RS.100/- NON-JUDICIAL STAMP PAPER**

Name of the work: Geotechnical Investigation work for Koderma detour section forest Area (Koderma to Paharpur), Tunnel at Koderma Detour section and Gaya Detour under the Jurisdiction of CGM/Kolkata / DFCCIL.

This Agreement is made on the ---- day of ----- 2020 between DFCC hereinafter called "the Employer" of the one part and M/s-----hereinafter called "the contractor" of the other part.

Whereas the Employer is desirous that as Detailed in Section 2.0 - Scope of work "herein after called the "them Works" and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a. TENDER No: comprising of Notice Inviting Tender, Instructions to Tenderers, Scope of work, Technical specifications, Special Conditions of Contract and Bill of Quantities.
 - b. Your offer through your letter No. -----
 - c. Our Letter of acceptance No.:-----

In consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works by ----- and remedy any defects therein in conformity in all respects with the provisions of the contract. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract price of Rs. ----- being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made 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 their respective common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of Contractor Name of the official Stamp/Seal of the contractor	For and on behalf of DFCCIL Name of the official Stamp/Seal of the Employer
In the presence of Witness Name Address	In the presence of Witness Name Address

Annexure- VI

No Claim Certificate

1. I/We Was/Were awarded the work namely
-
2. The work has been completed and jointly measured and full payment has been made to me/us in terms of the measurement so recorded and in accordance with provisions of work order/agreement.
 3. I/We have no other claim against M/s Dedicated Freight Corridor Corporation of India Ltd.
 4. I/We have made payments to the labourers & sub contractors strictly as per labour laws and other rules/laws of land in force. M/s DFCC shall not be responsible for any dispute arisen between me/us with labourers & sub contractors later on.
 5. I/We hereby undertake and reiterate that I/We have given this No Claim Certificate with free consent and without any corrosion as such M/s DFCCIL stands relieved from all contractual obligations for above noted work order/agreement.

Thanking you,
Yours Faithfully

- | | |
|--------------|------------------------|
| | (Signature) |
| Witness: | Name of the Contractor |
| 1. Name | with date |
| Full address | |
| with date | |
| 2. Name | |
| Full address | |
| With date | |

Note: In case any contractor is not willing to sign this no claim certificate before passing the final bill, then the matter may please be referred to Employer giving comments/reason as to why the contractor is not willing to sign the said no claim certificate. The final bill should only be passed after further instructions from employer.

Annexure- VII

Real Time Gross Saving (RTGS)/ National Electronic Fund Transfer (NEFT)
(Model Mandate Form)

(Investor/customer's option to receive payments through RTGS/NEFT)

1. Investor/customer's name

2. Particular's of Bank Account:
 - A) Name of the Bank:
 - B) Name of the Branch.
Address
Telephone no.
 - C) RTGS/NEFT IFS Code.
 - D) Type of the account (S.B. / Current or Cash Credit) with code.
 - E) Ledger and Ledger folio number.
 - F) Account number (as appearing on the Cheque book) (in lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

3. Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)
Signature of the Investor/ Customer
Date

Certified that he particulars furnished above are correct as per our records.
Bank's Stamp

Signature of Bank Authority
(With seal)
Signature of the tenderer/s

Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. Partnership Firms are eligible to quote tenders.
3. The Partnership Firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the competent registrar or the partnership deed should have been notarized prior to date of tender opening, as per Indian partnership Act.
4. Separate identity/name should be given to the partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN/TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
5. Once the tender has been submitted, the constitution of firm shall not be allowed to be modified/altered/terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc, in which case prior permission should be taken from DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The reconstitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL and the tenderer shall have no claims whatsoever. Any change in the constitution of Partnership Firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any partner/s withdraw from the firm after opening of the tender and before award of the tender, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his/her credential shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under General Condition of Contract.
6. A Partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

7. The tender form shall be purchased and submitted only in the name of partnership firm and not in the name of any constituent partner. The EMD shall be submitted only in the name of Partnership Firm. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
8. One or more of the partners of the firm or any other person(s) shall be designated as the authorized person(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney" specifically authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to Arbitration and to take similar such action in respect of the said tender/contract. Such "Power of Attorney" should be notarized /registered and submitted along with tender.
9. A notary certified copy of registered or notarized partnership deed shall be submitted along with the tender
10. On award of the contract to the partnership firm, a single Performance Guarantee shall be submitted by the firm as per tender conditions. The entire guarantee like Performance guarantee, guarantee for Mobilization advance, Plant and Machineries advance shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
11. On issue of LOA, contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner
12. In case, the contract is awarded to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit before signing of contract agreement:-
 - a) Joint and several liabilities:- The Partners of the firm to which the contract is awarded, shall be jointly and severally liable to the DFCCIL for execution of the contract in accordance with general and special conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - b) Duration of the partnership deed and partnership firm agreement:- The partnership deed/partnership firm agreement shall normally not be modified, altered, terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of DFCCIL, shall constitute a breach of contract liable for determination of contract under General Conditions of Contract.

- c) Governing Laws: - The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian Laws.
- d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner and that of the DFCCIL in respect of the tender/contract.
13. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership concern. The following documents shall be submitted by the partnership firm, with the tender.-**a)** A copy of registered/notarized partnership deed duly authenticated by Notary. **b)** Power of Attorney duly stamped and authenticated by a Notary Public or by a Magistrate from all partners of the firm in favour of one or more of the partners(s) or any other person(s) as detailed in para (8) above. **c)** An undertaking by all the partners of the partnership firm shall be given that they have not been black listed or debarred by DFCCIL or any other Ministry/Department of the Govt. of India/any State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or in any Firm in which they were/are partners. Concealment/wrong information in regard to above shall make the contract liable for determination under General Conditions of Contract.
14. Evaluation of eligibility of a partnership firm Technical and Financial eligibility of the firm shall be adjusted based on satisfactory fulfilment of the following conditions: -
- i) **Technical eligibility criteria:** - The tenderer should satisfy either of the following criteria: -
- a) The partnership firm shall satisfy the full requirement of technical eligibility criteria in its own name and style;
- OR**
- b) In case the partnership firm does not fulfill the technical eligibility criteria in its own name and style, but one of its partners has executed a work in the past either as a sole proprietor of a firm or as a partner in a different partnership firm, then such partner of the firm shall satisfy the technical eligibility criteria on the basis of his/her proportionate share in that proprietorship/partnership firm reduced further by his/her percentage share in the tendering firm.
- ii) **Financial eligibility criteria:** - The tenderer shall satisfy either of the following criteria: -
- a) The partnership firm shall satisfy the full requirements of the financial eligibility criteria in its own name and style.
- OR**
- b) In case the partnership firm does not full fill the financial eligibility criteria in its own name and style, but one or more of its partners have executed a work/contract in the past either as sole proprietor or as partner in different

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firms, then the arithmetic sum of the contractual payments received by all the partners of the tendering firm, derived on the basis of their respective proportionate share in the such firms reduced further by their respective percentage share in the tendering firm, tendering firm shall satisfy the full requirements of the financial eligibility criteria .

STATEMENT OF WORKS COMPLETED BY THE CONTRACTOR DURING LAST THREE FINANCIAL YEARS & CURRENT FINANCIAL YEAR

Sr. No .	Name and Place of Work	Authority/ Agency/Co mpany for which work was carried out	Date of award & agreemen t no	Date of Completion (original/ac tual)	Agreement cost/Comple tion Cost	Scope work in brief	S. No. at which relevant certificate/ document
1	2	3	4	5	6	7	8

DETAILS OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE FINANCIAL YEARS & CURRENT FINANCIAL YEAR

S. No.	Financial Year	Total Turnover
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21 (up to date)	
	Total	

- For FY 2017-18, 2018-19 & 2019-2020 copies of the audited balance sheets may please be attached.
- For 2020-21 unaudited results of turnover of company up to date may be submitted under the certification of CA.

**SUGGESTIVE LOCATION OF BOREHOLE SECTION II (KODERMA TO PAHARPUR) KODERMA DETOUR
START AT IR CH. 395.267 KM - DETOUR Ch.0/00 KM (QTY REF FOR SCHEDULE A)**

SR NO.	NEW CHAI-NAGE	INTER BRIDGE DISTANCE	BR NO.	NO OF SPAN	WIDTH	HEIGHT	TYPE	NO. OF BORE HOLE	LENGTH OF BORE HOLE	Bridge Type
1	1178.459	925.459	221	1	1.2	1.2	RCC BOX	1	12	Minor
2	1677.978	499.519	222	1	6	4	RCC BOX	1	12	Minor
3	1768.382	90.404	223	1	6	4	RCC BOX	1	12	Minor
4	2516.174	747.792	RUB1	1	5.5	3.5	RCC BOX	1	12	RUB
5	3048.451	532.277	RUB2	1	5.5	4.5	RCC BOX	1	12	RUB
6	3316.802	268.351	RUB3	1	5.5	4.5	RCC BOX	1	12	RUB
7	3527.63	210.828	224	1	2	2	RCC BOX	1	12	Minor
8	3751.924	224.294	225	1	2	2	RCC BOX	1	12	Minor
9	3813.12	61.196	226	1	3	3	RCC BOX	1	12	Minor
10	4589.101	775.981	227	1	4	4	RCC BOX	1	12	Minor
11	4912.272	323.171	228	1	1.2	1.2	RCC BOX	1	12	Minor
12	5036.557	124.285	RUB4	1	5.5	5.5	RCC BOX	1	12	RUB
13	5326.59	290.033	229	1	6	4	RCC BOX	1	12	Minor
14	5685.304	358.714	230	1	4	4	RCC BOX	1	12	Minor
15	6087.765	402.461	231	2	6	4	RCC BOX	1	12	Minor
16	6732.712	644.947	RUB5	1	5.5	5.5	RCC BOX	1	12	RUB
17	7258.4375	525.726	Track	NR	NR	NR	NR	1	12	Track
18	7784.163	525.726	232	2	6	4	RCC BOX	1	12	Minor
19	7870.922	86.759	233	1	2	2	RCC BOX	1	12	Minor
20	8338.293	467.371	234	1	2	2	RCC BOX	1	12	Minor
21	8565.767	227.474	RUB6	1	5.5	4.5	RCC BOX	1	12	RUB
22	8701.235	135.468	235	1	4	4	RCC BOX	1	12	Minor
23	8833.888	132.653	236	1	6	4	RCC BOX	1	12	Minor
24	9042.62	208.732	237	1	2	2	RCC BOX	1	12	Minor
25	9357.692	315.072	238	1	2	3	RCC BOX	1	12	Minor
26	9600.491	242.799	RUB7	1	5.5	4.5	RCC BOX	1	12	RUB
27	10148.885	548.394	239	1	2	2	RCC BOX	1	12	Minor
28	10444.168	295.283	21	1	18.3		PCS GIRDER	2	30	Major
29	10564.845	120.677	240	1	6	4	RCC BOX	1	12	Minor
30	10945.004	380.159	RUB8	1	5.5	5.5	RCC BOX	1	12	RUB
31	11137.052	192.048	241	2	4	4	RCC BOX	1	12	Minor
32	11388.155	251.103	RUB9	1	5.5	5.5	RCC BOX	1	12	RUB
33	11572.388	184.233	242	1	2	2	RCC BOX	1	12	Minor
34	11764.199	191.811	243	1	2	2	RCC BOX	1	12	Minor
35	11988.416	224.217	244	1	3	3	RCC BOX	1	12	Minor
36	12389.494	401.078	245	1	2	2	RCC BOX	1	12	Minor
37	12567.819	178.325	RUB10	1	5.5	5.5	RCC BOX	1	12	RUB

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38	13106.545	538.726	247	2	4	4	RCC BOX	1	12	Minor
39	13234.894	128.349	248	1	1.2	1.2	RCC BOX	1	12	Minor
40	13384.127	149.233	RUB11	1	5.5	4.5	RCC BOX	1	12	RUB
41	13561.879	177.752	249	1	2	2	RCC BOX	1	12	Minor
42	13848.121	286.242	250	1	2	3	RCC BOX	1	12	Minor
43	13969.152	121.031	251	1	1.2	1.2	RCC BOX	1	12	Minor
44	14330.506	361.354	252	1	6	4	RCC BOX	1	12	Minor
45	14410.347	79.841	RUB12	1	5.5	3.5	RCC BOX	1	12	RUB
46	14553.814	143.467	253	1	1.2	1.2	RCC BOX	1	12	Minor
47	14684.459	130.645	254	1	4	4	RCC BOX	1	12	Minor
48	15059.068	374.609	255	1	1.2	1.2	RCC BOX	1	12	Minor
49	15136.214	77.146	256	1	1.2	1.2	RCC BOX	1	12	Minor
50	15426.312	290.098	257	1	1.2	1.2	RCC BOX	1	12	Minor
51	15745.503	319.191	258	1	1.2	1.2	RCC BOX	1	12	Minor
52	15909.29	163.787	RUB13	1	5.5	4.5	RCC BOX	1	12	RUB
53	16281.432	372.142	259	2	4	4	RCC BOX	1	12	Minor
54	16604.398	322.966	260	1	1.2	1.2	RCC BOX	1	12	Minor
55	16928.861	324.463	261	1	4	3	RCC BOX	1	12	Minor
56	17287.834	358.973	262	1	1.2	1.2	RCC BOX	1	12	Minor
57	17685.221	397.387	263	1	4	4	RCC BOX	1	12	Minor
58	17800	114.779	RUB14	1	7.5	5.5	RCC BOX	1	12	RUB
59	17920 TO 18200	120	VD1	8	30.5		COMP GIRDER	9	30	Viaduct
60	18267.024	67.024	264	1	3	3	RCC BOX	0	12	Minor
61	18437.821	170.797	RUB15	1	5.5	3.5	RCC BOX	1	12	RUB
62	18822.166	384.345	265	1	2	2	RCC BOX	1	12	Minor
63	18892.628	70.462	RUB16	1	5.5	5.5	RCC BOX	1	12	RUB
64	19111.479	218.851	266	1	2	2	RCC BOX	1	12	Minor
65	19606.986	495.507	267	2	6	4	RCC BOX	1	12	Minor
66	19762.677	155.691	268	2	4	4	RCC BOX	1	12	Minor
67	20129.178	366.501	269	1	2	2	RCC BOX	1	12	Minor
68	20226.588	97.41	RUB17	1	5.5	3.5	RCC BOX	1	12	RUB
69	20460.672	234.084	270	1	1.2	1.2	RCC BOX	1	12	Minor
70	20697.939	237.267	271	1	2	2	RCC BOX	1	12	Minor
71	21585.312	887.373	272	1	6	4	RCC BOX	1	12	Minor
72	21669.539	84.227	22	1	18.3		PCS GIRDER	2	30	Major
73	21997.879	328.34	273	1	6	4	RCC BOX	1	12	Minor
74	22043.358	45.479	RUB18	1	7.5	5.5	RCC BOX	1	12	RUB
75	22528.845	485.487	274	2	4	4	RCC BOX	1	12	Minor
76	22668.834	139.989	275	1	4	4	RCC BOX	1	12	Minor
77	23235.807	566.973	RUB19	1	5.5	4.5	RCC BOX	1	12	RUB
78	23331.854	96.047	276	1	2	2	RCC BOX	0	12	Minor
79	23580.197	248.343	RUB20	1	5.5	4.5	RCC BOX	1	12	RUB
80	24256.942	676.745	RUB21	1	5.5	3.5	RCC BOX	1	12	RUB
81	24582.791	325.849	277	1	3	4	RCC BOX	1	12	Minor

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82	24762.139	179.348	278	1	1.2	1.2	RCC BOX	1	12	Minor
83	25210.164	448.025	279	2	6	4	RCC BOX	1	12	Minor
84	25729.203	519.039	RUB22	1	5.5	4.5	RCC BOX	1	12	RUB
85	25806.231	77.028	280	1	3	3	RCC BOX	1	12	Minor
86	26329.628	523.397	281	1	1.2	1.2	RCC BOX	1	12	Minor
87	27032.437	702.809	282	1	2	2	RCC BOX	1	12	Minor
88	27240.602	208.165	283	1	3	3	RCC BOX	1	12	Minor
89	27334.494	93.892	284	1	3	3	RCC BOX	0	12	Minor
90	27523.296	188.802	285	1	3	4	RCC BOX	1	12	Minor
91	27869.515	346.219	23	2	18.3		PCS GIRDER	3	30	Major
92	28252.084	382.569	RUB23	1	5.5	4.5	RCC BOX	1	12	RUB
93	28714.468	462.384	24	2	30.5		PCS GIRDER	3	30	Major
94	28754.541	40.073	RUB24	1	5.5	4.5	RCC BOX	1	12	RUB
95	28922.782	168.241	286	1	3	3	RCC BOX	1	12	Minor
96	29296.997	374.215	287	1	1.2	1.2	RCC BOX	1	12	Minor
97	29657.755	360.758	288	1	1.2	1.2	RCC BOX	1	12	Minor
98	29886.609	228.854	RUB25	1	7.5	4.5	RCC BOX	1	12	RUB
99	29980.721	94.112	289	1	3	3	RCC BOX	1	12	Minor
100	30039.87	59.149	290	1	2	3	RCC BOX	1	12	Minor
101	30320.957	281.087	291	1	2	2	RCC BOX	1	12	Minor
102	30417.059	96.102	RUB26	1	5.5	3.5	RCC BOX	1	12	RUB
103	30553.157	136.098	292	1	2	2	RCC BOX	1	12	Minor
104	30738.272	185.115	RUB27	1	5.5	4.5	RCC BOX	1	12	RUB
105	31249.635	511.363	293	1	1.2	1.2	RCC BOX	1	12	Minor
106	31585.849	336.214	294	1	1.2	1.2	RCC BOX	1	12	Minor
107	31812.655	226.806	RUB28	1	5.5	3.5	RCC BOX	1	12	RUB
108	32382.321	569.666	295	1	4	4	RCC BOX	1	12	Minor
109	32709.372	327.051	296	2	6	4	RCC BOX	1	12	Minor
110	32970.079	260.707	297	1	1.2	1.2	RCC BOX	1	12	Minor
111	33529.71	559.631	298	1	4	4	RCC BOX	1	12	Minor
112	33795.597	265.887	299	1	4	4	RCC BOX	1	12	Minor
113	34152.723	357.126	RUB29	1	5.5	5.5	RCC BOX	1	12	RUB
114	34189.182	36.459	300	1	4	3	RCC BOX	1	12	Minor
115	34469.359	280.177	301	1	4	4	RCC BOX	1	12	Minor
116	34684.49	215.131	302	1	2	2	RCC BOX	1	12	Minor
117	35121.399	436.909	303	1	1.2	1.2	RCC BOX	1	12	Minor
118	35339.189	217.79	304	1	1.2	1.2	RCC BOX	1	12	Minor
119	37509.879	2170.69	305	1	2	2	RCC BOX	1	12	Minor
120	37900 TO 38160	390.121	VD2	8	30.5		COMP GIRDER	9	30	Viaduct
121	38760 TO 39300	600	VD3	16	30.5		COMP GIRDER	17	30	Viaduct
122	40580 TO 42080	1280	VD4	49	30.5		COMP GIRDER	50	30	Viaduct
123	42395.32	315.32	306	1	4	4	RCC BOX	1	12	Minor

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124	42456.955	61.635	307	1	1.2	1.2	RCC BOX	0	12	Minor
125	42910.378	453.423	308	1	2	2	RCC BOX	1	12	Minor
126	43295.816	385.438	309	1	2	2	RCC BOX	1	12	Minor
127	43500	204.184	RUB30	1	5.5	4.5	RCC BOX	1	12	RUB
128	43800 TO 46060	300	VD5	73	30.5		COMP GIRDER	74	30	Viaduct
129	46858.593	798.593	310	1	6	4	RCC BOX	1	12	Minor
130	47071.013	212.42	RUB31	1	7.5	5.5	RCC BOX	1	12	RUB
131	47703.212	632.199	311	1	1.2	1.2	RCC BOX	1	12	Minor
132	47925.354	222.142	312	1	1.2	1.2	RCC BOX	1	12	Minor
133	48534.457	609.103	313	1	2	2	RCC BOX	1	12	Minor
134	48855.402	320.945	314	1	6	3	RCC BOX	1	12	Minor
135	49510.018	654.616	315	1	2	2	RCC BOX	1	12	Minor
136	49806.64	296.622	316	1	3	3	RCC BOX	1	12	Minor
137	50547.576	740.936	317	1	2	2	RCC BOX	1	12	Minor
138	50877.697	330.121	318	1	3	3	RCC BOX	1	12	Minor
139	51013.662	135.965	319	1	1.2	1.2	RCC BOX	1	12	Minor
140	51128.955	115.293	320	1	1.2	1.2	RCC BOX	1	12	Minor
141	51416.372	287.417	321	1	1.2	1.2	RCC BOX	1	12	Minor
142	51600	183.628	RUB32	1	5.5	3.5	RCC BOX	1	12	RUB
143	52600	1000	Track	NR	NR	NR	NR	1	12	Track
144	53600	1000	Track	NR	NR	NR	NR	1	12	Track
145	54409.355	809.355	322	1	2	2	RCC BOX	1	12	Minor
146	54977.2885	567.933	Track	NR	NR	NR	NR	1	12	Track
147	55545.222	567.933	RUB33	1	5.5	3.5	RCC BOX	1	12	RUB

SUGGESTIVE LOCATION OF BOREHOLE Tunnel at KQR (Qty of Schedule B)

Sr. No.	Depth of Bore hole RM	EGL (Avg) (m)	FGL (Avg) (m)	Total Borehole Depth (m)	0 to 50m	50 to 100m
1	(44380 to 144540 km) = 150 m (2 nos Bore hole)	341	311	40	40	0
2	(161820 to 162280 km) = 475 m (2 nos Bore hole)	315	234	91	50	41
3	(163040 to 163340) = 300 m (2 nos Bore hole)	290	230	70	50	20

SUGGESTIVE LOCATION OF BOREHOLE GAYA DETOUR (Qty of Schedule C)

SR NO.	NEW CHAINAGE	BR NO.	NO OF SPAN	WIDTH	HEIGHT	TYPE	NO. OF BORE HOLE	LENGTH. OF BORE HOLE	Bridge Type
1	380.797	419	1	6	4	RCC BOX	1	12	Minor
3	1601.069	Track	NR	NR	NR	NR	1	12	Track
4	2277.138	Track	NR	NR	NR	NR	1	12	Track
5	2953.207	28	1	30.5		PCS GIRDER	2	60	Major
6	3763.232	Track	NR	NR	NR	NR	1	12	Track
7	5268.368	Track	NR	NR	NR	NR	1	12	Track
8	5850.521	420	1	1.2	2	RCC BOX	1	12	Minor
9	5963.479	RUB1	2	7.5	5.5	RCC BOX	1	12	RUB
10	6419.26	RUB2	1	5.5	4.5	RCC BOX	1	12	RUB
11	7090.19	RUB3	1	5.5	4.5	RCC BOX	1	12	RUB
12	7159.196	29	1	24.4		PCS GIRDER	2	60	Major
14	7990.414	RUB4	1	5.5	4.5	RCC BOX	1	12	RUB
15	7991.28	RUB5	1	5.5	3.5	RCC BOX	1	12	RUB
16	8383.432	RUB6	1	5.5	3.5	RCC BOX	1	12	RUB
17	8494.709	RUB7	1	5.5	3.5	RCC BOX	1	12	RUB
18	9216.659	30	1	24.4		PCS GIRDER	2	60	Major
19	9220.341	RUB8	1	5.5	3.5	RCC BOX	1	12	RUB
20	9500	421	1	1.2	2	RCC BOX	1	12	Minor
21	9501.335	RUB9	1	5.5	3.5	RCC BOX	1	12	RUB
22	9867.519	422	1	6	4	RCC BOX	1	12	Minor
23	10178.79	423	1	3	3	RCC BOX	1	12	Minor
24	11000.48	Track	NR	NR	NR	NR	1	12	Track
25	11822.18	RUB10	1	5.5	4.5	RCC BOX	1	12	RUB
26	11998.02	RUB11	1	5.5	3.5	RCC BOX	1	12	RUB
27	12471.6	RUB12	1	5.5	3.5	RCC BOX	1	12	RUB
28	13313.55	424	1	2	2	RCC BOX	1	12	Minor
29	13437.51	425	1	2	2	RCC BOX	1	12	Minor

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