



Dedicated Freight Corridor Corporation of India Ltd.

BID DOCUMENT

FOR

Tender No:- KKK/EN/TENDER/01/2014-15

Date of Opening : 24.06.2014

Name of Work:- Geotechnical Investigation of Embankment/Important Bridges/Major/Minor Bridges (RUB & RCC Box Bridges), Collection of Hydrological Data and Hydrological calculation for deciding waterway for the Important/Major bridges along the Proposed DFCCIL track in Dankuni - Gomoh section (Phase - I) from Ch.15.46 km to Ch. 310.00 km of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

Single Packet Open Tender

Cost of Bid document: - Rs. 5,000/-

BID DOCUMENT
NOT TRANSFERBALE

**Office of the Chief Project Manager,
Dedicated Freight Corridor Corporation of India Ltd.
18/N(Ground Floor), Block 'A', New Alipore, Kolkata - 700053.**

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CHECK LIST

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

Sr.No.	Description	Done or Not
1.	Rates have been quoted for All schedules on Basic Cost in terms of percentage in Rate sheet.	
2.	Declaration regarding no relative being employed on DFCCIL at Annexure -V has been filled.	
3.	Address for correspondence has been given and Envelope has been addressed accordingly.	
4.	Tenderer(s) General information filled up in Annexure - I with attached documents/proof page marked/indicated.	
5.	All the Annexure from Annexure - I to Annexure -XIV properly filled up and relevant documents attached as indicated in Annexure, where asked.	
6.	Signature of the Authorised Representative and Company seal has been put on every page.	
7.	The tender shall be accompanied with the following:-	
1.	Bid Deposit as per NIT/Clause No. 3.7 of Section-3 has been attached.	
2.	Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender Notice.	
3.	Partnership deed/resolution as applicable has been attached.	
4.	Power of Attorney as applicable has been attached.	
5.	Any other relevant documents have been attached.	
8.	The bid document shall be sealed in a cover properly. Any loose paper/ documents separately shall be considered as part of tender offer.	
9.	RATES TO BE QUOTED ON RATE SHEET ONLY.	

Sign. of Tenderer (s)

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For DFCCIL

Forwarding letter: Detailing salient features of the tender

**Office of the Chief Project Manager,
Dedicated Freight Corridor Corporation of India Limited
18/N (Ground Floor), Block A, New Alipore,
Kolkata - 700053, West Bengal**

Tender No : **KKK/EN/Tender/01/2014-15**

Issued to/Downloaded from website by:

Note: If the document is downloaded from website, the interested bidder should write their name & address in the space provided above.

Name of the work: Geotechnical Investigation of Embankment/Important Bridges/Major/Minor Bridges (RUB & RCC Box Bridges), Collection of Hydrological Data and Hydrological calculation for deciding waterway for the Important/Major bridges along the Proposed DFCCIL track in Dankuni - Gomoh section (Phase - I) from Ch.15.46 km to Ch. 310.00 km of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

- 1.0 Sealed tenders have been invited for and on behalf of the Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited for the above-mentioned work as per tender notice quoted above. A copy of the Notice Inviting tender is enclosed herewith as Section – I.
- 2.0 The bid document is hereby being issued to you on your request and on your having deposited the requisite cost of the bid document. The bid document is being issued with further condition that you agree to abide by the conditions laid down hereinafter in the bid document before submitting your tender.

OR

- a) The document may be downloaded from website issued as bid document for submitting the bid. However, Demand drafts/Banker's Cheque from any Nationalized Bank or a Scheduled Bank in favour of DFCCIL payable at Kolkata", towards the cost of the bid document payable at Kolkata will have to be enclosed with the bid document. **In case, the offer is not accompanied with the valid Demand drafts/Banker's Cheque for the cost of the bid document as detailed above, the tender will be summarily rejected.**
 - b) Please note that the document is being allowed to be downloaded with further condition that you agree to abide by the conditions laid down herein after in the bid document before submitting your tender.
 - c) Please note that the end of the document is marked as "END OF DOCUMENT". The total document is to be downloaded for submission of the offer; otherwise the document will be treated as invalid.
 - d) Please note that if any change/addition/deletion with malafide intention or otherwise, is made by the bidder, the tender is liable to be summarily rejected. Further if the same is detected at any stage even after award of the tender, all necessary action including banning of business would be taken.
 - e) Online form is provided for the potential bidders for filling in, after which the tender document should be downloaded or the blank bid document may be downloaded and may be filled up legibly before submission of the offer.
- 3.0 This bid document contains 82 pages.

Sign. of Tenderer (s)

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For DFCCIL

- 4.0 **Approximate cost of the work: Rs.1.52 Crore**
- 5.0 **Date of Opening: 24.06.2014**
- 6.0 **Opening of the Tender:** The tender will be received in the office of the Chief Project Manager, DFCCIL, Kolkata up to 12.00 Hrs. on the date of opening indicated above and opened on the same day at **15.00** Hrs. in presence of the tenderer(s) or their authorized representative, who wish to remain present. Tenders duly sealed in the prescribed manner as above can also be sent through registered post so as to reach in this office not later than 12:00 hrs on the aforesaid date.
- In case the date of opening mentioned above, is declared holiday/strike/bandh on any account the opening of tender will be done in accordance to the conditions laid in the bid document.
- 7.0 **Amount of Bid Deposit : Rs.3.04 lakh**
(For detail refer Clause 3.7 of Section 3 of this document.)
- 8.0 **Validity of the tender:** A Tenderer shall **keep his tender open for a period of 90 days** from the date of opening of the tender.
- 9.0 **Period of Completion: 09 (Nine) months**
The successful Tenderer shall complete the entire work within the period specified in the tender notice. The period starts from the date of issue of the letter of acceptance by the DFCCIL to such Tenderer.
- 10.0 **Specification of the work:** The work shall be carried out as per specifications contained in the bid document or otherwise referred to.
- 11.0 **Price variation clause: (Not Applicable)**
- 12.0 **Purchase preference clause: (Not Applicable)**
- 13.0 **Joint Venture: (Not Applicable)**
- 14.0 **Retention Money:** The successful tendered will be required to furnish Retention money as per clause 4.13 of Section 4 of the bid document dealing with such provisions.
- 15.0 **Incentive Bonus payment clause:- (NOT APPLICABLE)**
- 16.0 (a) All documents in support of fulfilment of eligibility criteria with respect to completion of 'Similar nature of work' and 'Total contract amount received' should be furnished along with the tender and should be available at the time of tender opening.
- (b) Tenderers shall note that the submission of other supporting documents namely – Constitution of firm / JV, Work In Hand, Arbitration / Court Cases, Tools & Plants, Technical Personnel / Man Power and Association of DFCCIL Officers, at the time of tender opening is important and they shall ensure the same. However DFCCIL may seek clarifications / details / documents in this regard.
- 16.0 To avoid any inconvenience later, the contractors are advised to carefully go through this bid document before tendering.

Enclosure: The bid document
Total 82 Pages.
Including cover page

Yours faithfully

Signature of Tenderer

**For Chief Project Manage
DFCCIL, Kolkata**

Sign. of Tenderer (s)

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For DFCCIL 

SECTION – I

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

NOTICE INVITING TENDER

Tender No. KKK/EN/TENDER/01/2014-15

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

1	Tender No.	KKK/EN/TENDER/01/2014-15
2	Name of work	Geotechnical Investigation of Embankment/Important Bridges/Major/Minor Bridges (RUB & RCC Box Bridges), Collection of Hydrological Data and Hydrological calculation for deciding waterway for the Important/Major bridges along the Proposed DFCCIL track in Dankuni - Gomoh section (Phase - I) from Ch.15.46 km to Ch. 310.00 km of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.
3	Duration of Contract	NINE MONTHS
4	Estimated Cost of work	₹ 152,43,725
5	Type of BID	Single packet open Tender
6	Bid deposit	₹ 3,04,880
7	Sale of Bid documents	To commence from 27.05.2014 and will continue till 18:00 hrs. On 10.06.2014
8	Last date of receipt of Bid	Upto 12:00 hrs. On 11.06.2014.
9	Opening of bid	15:00 hrs. On 11.06.2014.
10	Validity of offer	90(Ninety) days from the opening of tender.
11	Address of communication	Office of the Chief Project Manager Dedicated Freight Corridor Corporation of India Limited 18/N (Ground Floor), Block 'A', New Alipore, Kolkata - 700053, West Bengal.

Tender form can be purchased from the above address on all working days from 27.05.2014. From 10:00(ten) hrs upto 18:00hrs. on 10.06.2014 on payment of Rs.5,000/- (Rs. 5,500/-, if required by post) in the form of Demand draft/Banker's Cheque in favour of Dedicated Freight Corridor Corporation of India Limited/ Kolkata issued by any Nationalised and scheduled Commercial Bank.

The tender document can also be downloaded from company's website www.dfccil.org. and the same will be accepted along with the tender fee of Rs. 5,000/ (Five Thousand only) through a separate Demand Draft drawn on any Nationalized/scheduled bank favouring Dedicated Freight Corridor Corporation India Limited, payable at "KOLKATA" Offers without cost of tender paper is liable to be rejected.

Note: Note: Any further Addendums / Corrigendum for this tender will be posted in DFCCIL website only. Interested bidders are advised to check website for any Addendums / Corrigendum.

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Sign. of Tenderer (s)


FOR DFCCIL

Dedicated Freight Corridor Corporation of India Limited
(A Govt. of India Enterprises)

Corrigendum No.1, Dated 17.05.2014

Addendum /Amendment to the NIT

For

Tender No:-KKK/EN/Tender/01/2014-15

Name of Work:- Geotechnical Investigation of Embankment/Important Bridges/Major/Minor Bridges (RUB & RCC Box Bridges), Collection of Hydrological Data and Hydrological calculation for deciding waterway for the Important/Major bridges along the Proposed DFCCIL track in Dankuni - Gomoh section (Phase - I) from Ch.15.46 km to Ch. 310.00 km of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

S.No. as per NIT	Item of NIT	Corrigendum
7	Sale of Bid documents	Date of commencement of sale of bid documents changed from 27.05.2014 to 09.06.2014 and sale of bid document will continue till 18:00 hrs. on 23-06-2014
8	Last date of receipt of Bid	Date of submission of bid document is changed from 11.06.2014 to 24 -06 -2014.
9	Opening of bid	Date of opening of bid document is changed from 11.06.2014 to 24-06-2014.
Note: All other stipulation remains unchanged		

Sign. of Tenderer (s)

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 For DFCCIL

1.0 ELIGIBLE TENDERER(S):-

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

2.0 ELIGIBILITY CRITERIA-

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

- (i) The bidder should have completed at least one work of similar nature, for a minimum value of Rs. 53.35 lakhs in the last three financial years (i.e. current financial year and three previous financial years) i.e. financial years 2011-12, 2012-13, 2013-14 & 2014-15 (upto date of opening of tender). Similar nature of work means Geotechnical Investigation.

In case of composite work (including Geotechnical Investigation work) whether ongoing or completed in which the Geotechnical work is fully completed, the actual executed value of geotechnical investigation should not be less than 53.3 lakhs on the date of opening of tender.

- (ii) The total contract amount received by the bidder during the last three financial years and in the current financial i.e. financial years 2011-12, 2012-13, 2013-14 & 2014-15 (upto date of opening of tender) should be minimum of 150% of advertised tender value of the work i.e. Rs.228.65 Lakhs.

- 2.1 Tenderer must submit the documents/certificates of the completed works from State/Central Govt. Organizations/PSUs in support of information submitting against Para 2.0 (i) above. The certificates from private individuals for whom such works are executed/being executed shall not be accepted.
- 2.2 Tenders must submit the audited financial statements/documents/certificates in support of information submitted against Para 2.0 (ii) failing which his/their offer may be rejected without any correspondence with the tenderers at the sole discretion of DFCC.
- 2.3 The 3 years period mentioned in Para 2.0 (i) & (ii) above shall be reckoned from the date of opening of tender in question as originally advertised in the Newspapers. The extended date of opening, if any, shall not be taken into account for the purpose of counting the above period of 3 years.

3.0 PARTNERSHIP DEED

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

4.0 JOINT VENTURE :- (Not Applicable)

Instruction for submitting the Tenders as Joint Venture Firms

- 4.1 **MOU should be submitted as per Annexure- 'XIII' along with Tender document for joint venture firms.**

Sign. of Tenderer (s)

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For DFCCIL

- 4.2 Separate identity/ name shall be given to the Joint Venture firm.
- 4.3 Number of members in a JV firm shall not be more than three.
- 4.4 A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm **in the same tender**.
- 4.5 **The tender form shall be purchased and submitted only in the name of the JV firm and not in the name of any constituent member.**
- 4.6 Normally **BID DEPOSIT** shall be submitted only in the name of the **JV Firm** and not in the name of constituent member. However, in exceptional cases **BID DEPOSIT** in the name of lead member can be accepted subject to submission of specific request letter from lead member stating the reasons for not submitting the **BID DEPOSIT** in the name of **JV Firm** and giving written confirmation from the **JV** members to the effect that the **BID DEPOSIT** submitted by the lead member may be deemed as **BID DEPOSIT** submitted by **JV Firm**.
- 4.7 One of the members of the **JV Firm** shall be its **Lead Member** who shall have a majority (at least 51%) share of interest in the **JV Firm** and also, must have satisfactorily completed in the last three previous financial year and the current financial year up to the date of opening of the tender, one similar single work for a minimum value of 35% of advertised tender value. The other members shall have a share of not less than 20% each in case of **JV Firms** with up to three members.
- 4.8 A copy of Memorandum of Understanding (**MOU**) executed by the **JV** members shall be submitted by the **JV Firm** along with the tender. The complete details of the members of the **JV Firm**, their share and responsibility in the **JV Firm** etc. particularly with reference to financial, technical and other obligations shall be furnished in the **MOU**. (The **MOU** format for this purpose is enclosed in Annexure-XIII along with the tender document).
- Note:- Any offer of joint venture firm received without MOU as per above format will not be considered.**
- 4.9 Once the tender is submitted, the **MOU** shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full **BID DEPOSIT** shall be liable to be forfeited.
- 4.10 Approval for change of constitution of **JV Firm** shall be at the sole discretion of the Employer (DFCCIL). The constitution of the **JV Firm** shall not be allowed to be modified after submission of the tender bid by the **JV Firm**, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However the Lead Member shall continue to be the Lead Member of the **JV Firm**. Failure to observe this requirement would render the offer invalid.
- 4.11 Similarly, after the contract is awarded, the constitution of **JV Firm** shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 4.12 On award of contract to a **JV Firm**, a single Performance Guarantee shall be submitted by the **JV Firm** as per tender conditions. Performance Guarantee shall be accepted only



in the name of the **JV** Firm and no splitting of guarantee amongst the members of the **JV** Firm shall be permitted.

- 4.13 On issue of **LOA** (Letter of Acceptance), an agreement among the members of the **JV** Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the **JV** Firm to the DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full **BID DEPOSIT** shall be forfeited and other penal actions due shall be taken against partners of the **JV** and the **JV**. This Joint Venture Agreement shall have, inter-alia, following clauses:
- 4.13.1 **Joint and Several Liability** - Members of the **JV** Firm to which the contract is awarded, shall be jointly and severally liable to the **Employer (DFCCIL)** for execution of the project in accordance with General and Special conditions of the contract. The **JV** members shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 4.13.2 **Duration of the Joint Venture Agreement** - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 4.13.3 **Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 4.14 **Authorized Member** - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this authorized member of the **JV** firm.
- 4.15 No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Employer (DFCCIL) in respect of the said tender/ contract.
- 4.16 Documents to be enclosed by the **JV** Firm along with the tender:
- 4.16.1 In case one or more of the members of the **JV** Firm is/ are partnership firms(s), following documents shall be submitted:
- a) Notary certified copy of the Partnership Deed,
 - b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 - c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the **JV** Agreement on behalf of the partnership firm and create liability against the firm.
- 4.16.2 In case one or more members is/ are Proprietary Firm or **HUF**, the following documents shall be enclosed.

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern **OR** he/she is in position of “**KARTA**” of **Hindu Undivided Family (HUF)** and he/she has the authority, power and consent given by other partners to act on behalf of **HUF**.

4.16.3 In case one or more members is/ are limited companies, the following documents shall be submitted:

(a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a **JV** agreement, authorizing **MD** or one of the Directors of Managers of the Company to sign **JV** Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/ or do any other act on behalf of the company.

(b) Copy of Memorandum and articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/ act mentioned in the para (a) above.

4.16.4 “All the Members of the **JV** shall certify that they are not black listed or debarred by DFCCIL or any other Ministry/ Department/ PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/ contract on the date of opening of bids either in their individual capacity or as a member of the **JV** firm in which they were /are members.”

4.17 **Credentials & Qualifying criteria:**

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

4.17.1 **Technical eligibility criteria**

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

Note:

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

4.17.2 **Financial Eligibility Criteria:**

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

NOTE:

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

5.0 RIGHT OF DFCCIL TO DEAL WITH TENDER

The authority for the acceptance of the tender will rest with the DFCCIL which does not bind itself to accept the lowest or any other tender nor does the DFCCIL undertaking to assign reason for declining to consider or reject any particular tender or tenders. **DFCCIL reserves the right to cancel tender and /or to evaluate and accept/reject the offers for the individual schedules without assigning any reason thereof.**

- 6.0** The tenderer/s whose tender is accepted will be required to appear at the office of the **Chief Project Manager, DFCCIL, 18/N (Ground Floor), Block 'A', New Alipore, Kolkata-700053** in person. In case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 30 days after notice that the contract has been awarded to him and contract documents are signed. Failure to do so shall constitute a breach of the agreement effected by the tender in which case the full value of the bid deposit accompanying the tender shall stand forfeited.
- 7.0** In the event of any tenderer(s) whose tender is accepted refusing to execute the contract documents as herein before provided, DFCCIL may determine that such tenderer(s) has/have abandoned the contract and there upon his/their tender and the acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the bid deposit.

Sign. of Tenderer (s)

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For DFCCIL

SECTION - II**INVITATION FOR BIDDERS (IFB)**

Dear Sir,

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

2.1 NAME OF WORK

2.1.1 Conducting geotechnical investigation of embankment/Important bridges/major/minor bridges (RUB & RCC box bridges), collection of hydrological data and hydrological calculation for deciding waterway for the important/major bridges along the proposed DFCCIL track in Dankuni - Gomoh section (Phase - I) from Ch.15.46 km to Ch. 310.00 km and preparation of geotechnical investigation report, preparation of other documents in hard and soft copies.

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

Sl.	Tender No.	Tender No:-KKK/EN/Survey/02/2013-14
1.	Name of work	Geotechnical Investigation of Embankment/Important Bridges/Major/Minor Bridges (RUB & RCC Box Bridges), Collection of Hydrological Data and Hydrological calculation for deciding waterway for the Important/Major bridges along the Proposed DFCCIL track in Dankuni - Gomoh section (Phase - I) from Ch.15.46 km to Ch. 310.00 km of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.
2.	Estimated Cost of work	₹ 152,43,725
3.	Completion Period	NINE MONTHS
4.	Cost of bid document	₹ 5,000/-
5.	Availability of bid document	From 09-06-2014 and will continue till 18:00 hrs. on 23-06-2014
6.	Type of Tender	Open tender single packet
7.	Bid deposit	₹ 3,04,880/-
8.	Date and Time submission of Tender	Up to 12:00 hrs. 24-06-2014
9.	Date and time of opening of Tender	15:00 hrs. of 24.06.2014
10.	Validity of Offer	90(Ninety) days from the opening of tender
11.	Authority and place for purchase/submission of bid document & address for communication	Office of the Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited 18/N (Ground Floor), Block 'A', New Alipore, Kolkata - 700053, West Bengal.

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

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

Note: Any further Addendums / Corrigendum for this tender will be posted in DFCCIL Website only. Interested bidders are advised to check website for any Addendums/Corrigendum.

Chief Project Manager, DFCCIL, Kolkata

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Sign. of Tenderer (s)

For DFCCIL

SECTION -III

INFORMATION AND INSTRUCTION TO TENDERER(S)

3.1 INFORMATION

- 3.1.1 Tender has been invited under 'Single Packet' system.
- 3.1.2 The Tenderer(s) may collect the Bid document from the address and timings mentioned in SECTION – I of the bid document.
- 3.1.3 Bid documents are also available on the official website of DFCCIL mentioned at Clause 2.2.2 of the bid document.
- 3.1.4 The tender fee receipt/proof as per Clause 3.6 of the bid document is to be submitted along with bid document. Tender received without tender fee shall be summarily rejected.
- 3.1.5 The bid document must be accompanied by a valid Bid deposit as per Clause 3.7 of the bid document. Tenders received without Bid deposit shall be summarily rejected.
- 3.1.6 Each page of this bid document shall be submitted duly signed and stamped. Bid document shall be accompanied by Bid deposit in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the Tenderer(s).
- 3.1.7 All Tenders shall be submitted in accordance with the instruction contained in these documents (hereinafter called as Bid documents). Non- compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.8 A firm shall submit only one offer against the Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.9 In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.10 If the Tenderer(s) deliberately gives/give wrong information in his / their tender or creates circumstance for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.11 The proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.
- 3.1.12 While quoting the rates, Tenderer(s) are expected to take into account the requirements and conditions of the bid documents.
- 3.1.13 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the bid document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also prepared on the basis of master document kept in the office of tender inviting authority.
- 3.1.14 The Tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the bid document is downloaded regarding corrigenda, if any, to the notice inviting tender or the bid document, which shall be uploaded in the same website. The offers received without such corrigenda published shall be liable to be rejected.

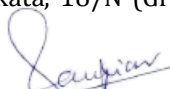
- 3.1.15 Any wilful changes/deletion/addition in printing carried out in the bid documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.16 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favour of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No claim Certificate" and refer all or any disputes to arbitration.
- 3.1.17 Construction workers cess @ 1% of the cost of construction work will be deducted from the bill of the contractor. Cost of materials supplied under separate item shall be outside the purview of the cess.
- 3.1.18 **Inspection of Site:** Tenderer must acquaint himself, at his own responsibility, risk and expense, with all information of the site(s) of work(s) and their neighbourhoods, actual working and other prevalent conditions, laws/regulations, availability and suitability of local labourers, materials, surface and sub soil condition, accessibility of site(s) of work(s) sources and availability of water, electricity, camp site, market, banking facilities etc. and all such possible factors as have bearing on rates and progress of the work under this tender and should be taken all this factors into consideration before submitting this tender.
- 3.1.19 **Testimonial:** In order to establish the capability the Tenderer(s) to undertake and tackle the work under this tender, the Tenderer(s) shall submit, along with the tender(s), the particulars of all works awarded or taken up by him for execution during the three years preceding the date of opening of this tender, irrespective of whether the same have been completed or are still continuing or were terminated, in the Performa enclosed as Annexure-VII of the bid document. In absences of which, the DFCCIL reserves the right to treat the tenderer(s) as having no capability/credentials and or in case of Tenderer(s) who have worked in DFCCIL, the aforesaid date may be complied in the aforesaid Performa by DFCCIL themselves on the basis of records available and the Tenderer(s) shall have no right to question the correctness or completeness of such date or data.
- 3.1.20 The Tenderer(s) shall also submit, alongwith the tender the particular of all work completed during the last three years preceding the date of opening of tender in the Performa enclosed at Annexure VI. The work shall be completed in all respect.
- 3.1.21 The Tenderer(s) shall also submit a list of court cases filed and number of Arbitration's in progress as demanded by him from the DFCCIL or other clients, during the three years proceeding from the date of opening of this tender as per Annexure-VIII of the bid document. In the event of the Tenderer not giving this information, the DFCCIL shall compile such data in the said format from available records and the Tenderer(s) shall have no right to question the correctness or completeness of such data.

3.2 SUBMISSION OF TENDER

- 3.2.1 All Tenders shall be submitted "in sealed cover" which should be super scribed as
- Tender No: - as mentioned in NIT in SECTION – I of the bid document.
 - Name of the work: - as mentioned in NIT in SECTION – I of the bid document.
- 3.2.2 Venue of submission of tender:-Chief Project Manager; DFCCIL/Kolkata, 18/N (Ground Floor), Block 'A', New Alipore, Kolkata- 700053.

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Sign. of Tenderer (s)


For DFCCIL

- 3.2.3 The bid document should reach the office not later than date and timings mentioned as in NIT to be read along with Corrigendum No. 1 in SECTION – I of the bid document.
- 3.2.4 Tender box will be sealed on date and timing mentioned as in NIT in SECTION- I of the bid document.
- 3.2.5 Any tenders received late are liable to be rejected summarily.

3.3 TENDER OPENING

- 3.3.1 Date and time of opening of the tender: - As indicated in SL No.9 of Section-I.
- 3.3.2 The tender submitted /received after the time and date fixed for receipt of tenders as set out in the documents are liable to be rejected.
- 3.3.3 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case Tenderer(s)/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplement by the details of financial implications, if applicable. DFCCIL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the bid documents.
- 3.3.4 If the date of opening is declared as holiday then the tender shall be accepted up to 12:00 hrs. of the next working day and the same will be opened at 15:00 hrs. on the same day i.e, next working day.
- 3.3.4 On the date specified in the tender notice, the envelopes of all Tenderer(s) will be opened in the presence of Tenderer(s)/representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.

3.4 GENERAL INFORMATION

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

3.5 VALIDITY OF PROPOSAL

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

3.6 TENDER FEE

- 3.6.1 Cost of tender form as specified in Section-I of the bid document is to be submitted in the form of Demand drafts/Banker’s Cheque from any Nationalized Bank or a Scheduled Commercial Bank in favour of DFCCIL payable at KOLKATA.
- 3.6.2 In case of documents downloaded from internet, cost of tender form as specified in Section-I of the bid document shall be submitted along with offer.

3.6.3 Offers not accompanied by valid tender fee will be summarily rejected.

3.7 BID DEPOSIT

3.7.1 The tender must be accompanied by a sum specified at Sl.No. 6 of Section I of the bid document as Bid deposited in the form of deposit receipt, pay orders, demand drafts, Banker's cheque from a Nationalized Bank or a Scheduled Commercial Bank. Bid deposit shall be in favour of DFCCIL payable at Kolkata and duly discharged after affixing the revenue stamp on reverse side of the receipt and duly signed on it.

3.7.2 The Tenders not accompanied by valid Bid deposit shall be summarily rejected.

3.7.3 Bid deposit shall be forfeited in case of revocation of Tender or increase in rates or change(s) in any terms & conditions after opening of the tender and before the expiry of validity of the Tender.

3.7.4 If the tender is accepted, the amount of Bid deposit will be retained and adjusted as Retention Money for the due and faithful fulfilment of the contract. This amount of Retention Money shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 30 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 10 days after receipt of the order to that effect.

3.7.5 The Bid deposit of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/returned after the award of the contract. The Bid deposit of successful Tenderer(s) will be adjusted against the Retention Money amount. No interest will be paid by DFCCIL on the above Bid deposit amount.

3.8 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF

3.8.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tenderer(s) shall furnish the following:-

- a) Letter of application by Tenderer(s) "FORM OF TENDER" as per Annexure XI.
- b) Brief detail of the tenderer(s) "Tenderer(s) General Information" (Annexure I).

3.8.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Bid documents or other documents connected therewith should specify whether he is signing.

- a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
- b) As a Partner of Partners of the firm; or
- c) As a Director Manager or Secretary in a Limited Company etc.

3.8.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the **Chief Project Manager, DFCCIL, 18/N (Ground Floor), Block 'A', New Alipore, Kolkata- 700053**, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 30 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Bid deposit accompanying the tender shall stand forfeited.

3.9 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

3.9.1 Tenderer(s)'s have to quote the rate in terms of a flat single percentage (%) in the "Rate Sheet" at Section VII of this bid document. This percentage shall be applicable on each item of uniformly.

3.9.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Government and State Govt. /local bodies as applicable at the time of the opening of the

tender, unless otherwise specified separately in this bid document. The tender prices shall be in Indian rupees only.

- 3.9.3 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed on production of documents in proof of having submitted the same. General Conditions of contract & Terms & Conditions of Contract and Terms of Reference, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 3.9.4 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 3.9.5 All information in the Tender shall be in English and/or Hindi only. Failure to comply with these requirements will render the Tender liable for rejection.

3.10 PROPOSAL EVALUATION

- 3.10.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.10.2 The Evaluation Committee appointed by DFCCIL shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 3.10.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax/e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the proposal.
- 3.10.4 The Proposals shall be opened publicly in the presence of the Tenderer(s) representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. It is recommended that quoted rates are covered with transparent adhesive tape for evaluation of their proposal.

3.11 ENGAGEMENT OF PERSONNEL

- 3.11.1 Persons provided should possess requirement of job and have good behaviour and unblemished record and character. The details of Technical personnel's available and proposed to be engaged shall be furnished in Annexure X (A & B).

3.12 AWARD OF CONTRACT

- 3.12.1 The DFCC will issue a letter of Acceptance to the successful Tenderer.
- 3.12.2 Until a formal agreement is prepared and executed acceptance of their tender shall constitute a binding contract between DFCCIL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the Letter of Acceptance.
- 3.12.3 The successful Tenderer will be required to execute the Contract Agreement within 30 days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Bid document.
- 3.12.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 10 days from the date of issue of acceptance letter.
- 3.12.5 All expenses in drawing up the agreement and the cost of stamp duly if any shall be borne by the Agency.
- 3.12.6 The successful Tenderer(s) will have to submit a Performance Guarantee amounting to 5% of the contract value in any of the one form either Irrevocable Bank Guarantee as per Annexure III or FDR from any Nationalised Bank or Schedule Commercial Bank. {For details refer Clause 4.12 of GCC}

3.13 CONFIDENTIALITY

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

3.14 CHECK LIST

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

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

3.15 Tenderer (s) Relative Employed in DFCCIL

In case of a Tenderer(s) being an individual having a relative(s) employed in DFCCIL or in case of partnership firm or company incorporated under Indian Company Law, should any partner(s)/Director(s) or relative(s) of this partner(s)/Director(s) or share holder(s), be employed in DFCCIL detailed information shall be furnished in the Annexure V.

Sign. of Tenderer (s)

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For DFCCIL

SECTION - IV

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Tender and contract, which is enclosed along with the tender documents.

In case of any deviation between General conditions of contract and any other special condition & specifications of contract of this tender document, terms & conditions of contract and terms of reference of this tender document shall prevail. The tenderer(s) must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

- 4.1.1 "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulation made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.2 The expression "Department"/ "Client"/ "DFCCIL"/ "Corporation"/Employer as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd. (DFCCIL) which expression shall also include its legal successors and permitted assigns.
- 4.1.3 "Drawing" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer in Charge.
- 4.1.4 "Engineer"/ "Engineer-in-charge"/ "Employer's representative" of the work shall mean the 'Representative' appointed by DFCCIL, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.5 The "Site" shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- 4.1.6 The "Contract" shall mean the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender the sealed tender and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexures mentioned therein including any special conditions, specifications, designs, drawing, price schedule/bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 4.1.7 The "Contractor/Tenderers" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- 4.1.8 The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- 4.1.9 The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.

- 4.1.10 A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.11 A "month" shall mean a calendar month.
- 4.1.12 A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.13 "Client" means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.14 "Day" means calendar day.
- 4.1.15 "Government" means the Government of India.
- 4.1.16 "Services" means (the work to be performed by the Tenderers) pursuant to the Contract.
- 4.1.17 "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightning and un-precedent floods over which the contractor has no control.
- 4.1.18 "GCC" mean the General Conditions of Contract,
- 4.1.19 "Letter of Acceptance" means the formal acceptance letter from the Employer of the Tender.
- 4.1.20 "Local currency" means the currency of Government of India.
- 4.1.21 Temporary works shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- 4.1.22 "Urgent works" shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- 4.1.23 Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

4.2 GENERAL INFORMATION

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2 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).
- 4.2.3 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:
- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - 1) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - 2) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

- 3) "Collusive practices" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- 4) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
 - b) Will reject a proposal for award if it determines that the 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;
 - c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

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

- a. In case of personal delivery or registered mail, on delivery
- b. In case of telefax, 24 hours following confirmed transmission
- c. In case of telegrams, 24 hours following confirmed transmission, and
- d. In case of facsimiles, 24 hours following confirmed transmission.

4.3.2 Language of Contract

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

4.4 INTERPRETATION

In the contract, except where the context requires otherwise:

- 4.4.1 Words indicating one gender include all genders,
- 4.4.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,
- 4.4.3 "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record, and
- 4.4.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

4.5 LANGUAGE OF CONTRACT

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

4.6 ENTIRE AGREEMENT

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

4.7 MODIFICATIONS

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

4.8 CARE IN SUBMISSION OF TENDERS

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

4.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER

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

4.10 OMISSIONS & DISCREPANCIES

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

4.11 PARTNERSHIP DEED

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

4.12 PERFORMANCE GUARANTEE (P.G.)

4.12.1 On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or Scheduled Commercial 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 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.

- 4.12.3 The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The retention money, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 4.12.4 Wherever the contract is rescinded, the retention money shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participant in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 4.12.5 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
 - (I) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.
 - (iii) The contract being determined or rescinded under provision of the GCC the performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

4.13 RETENTION MONEY

- 4.13.1 The retention money will be equal to 5% of the value of the contract. The Bid deposit of the successful bidder will be converted into initial retention money. Balance retention money shall be deducted at the rate of 10% from each of the running bill of the contractor till the realization of full amount of retention money as per contract.
- 4.13.2 The retention deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after Completion of 120 days of the satisfactory completion of the work.

4.14 TENDERER(S)' S CREDENTIAL:-

- 4.14.1 In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in bid document along with their tenders.
- 4.14.2 **The Tenderer(s) should satisfy the following Minimum Eligibility Criteria for as under**

1	The Tenderer(s) should have physically completed, during the last three financial years and including the current financial year. Similar Nature of Work: As defined in Para 3.0 (i) of Section I of bid document.	At least one similar work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender.
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2	The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial year	Should be a minimum of 150% of advertised tender value of work. In support of which, the attested certificate from Employer/ Client, TDS certificate/Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender.
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4.14.3 Tenderer(s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender Notice & Tender conditions.

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

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

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

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

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

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

4.15 AGREEMENT:

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

4.16 CHANGES IN ADDRESS:

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

4.17 SUPERVISION AND SUPERINTENDENCE

4.17.1 Contractor's Supervision

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

4.18 OBLIGATION OF DFCCIL

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

4.19 PROTECTION

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

4.20 WORKMEN

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

4.21 FORCE MAJEURE

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

4.22 INDEMNITY

4.22.1 The Tenderer(s) shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Tenderer(s) or any of the persons

deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

4.23 DEFENCE OF SUITS

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

4.24 OTHER TERMS AND TERMINATION

4.24.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of one year extendable for one year, consent.

4.24.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 15 days written notice.

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

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

4.25 LAWS AND REGULATIONS:

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

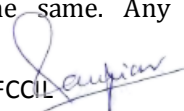
4.25.2 **Resolving the Disputes:** In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, DFCCIL, shall be the final and binding.

4.26 INCOME TAX

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

4.27 SERVICE TAX

4.27.1 The 40% of the Service Tax, as applicable on gross value of each running account bill/Final bill shall be paid directly by DFCCIL Remaining 60% of the Service Tax as applicable on gross value of each running account bill/Final bill in this contract will be paid by Contractor as per prevailing law and shall be reimbursed by DFCCIL after the contractor submits the documentary proof of having deposited the same. Any



modification in Service tax provision in future by Government will be binding on the contractor with immediate effect.

4.28 PERMITS, FEES, TAXES & ROYALTIES

4.28.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt. except service tax. The service tax liability on the Contractor will be governed by clause 4.23 of the tender document. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

4.29 STATUTORY INCREASE IN DUTIES, TAXES ETC

4.29.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the tender. The tender shall be inclusive of all taxes levies, octroi etc. Further DFCCIL shall not 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 contractor should bear the above fact in mind.

4.30 DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

4.30.1 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.

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

4.30.3 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.

4.30.4 Delays not due to Employer

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

- (a) Any force majeure event referred to in Clause 4.23 or
- (b) Any relevant order of court or
- (c) Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.



For DFCCIL

4.30.5 Delays due to Employer / Engineer

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

4.30.6 Delays due to Firm/Contractor and Liquidated Damages

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

- (a) Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor is in default.
- (b) The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be.
- (c) The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

4.30.7 Engineer's decision on compensation payable being final.

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

4.30.9 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.

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

4.31.1 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.

4.31.2 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).

4.32 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

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

4.33 FOSSILS ETC:

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

4.34 LABOUR RULES

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

4.35 COMPLIANCE OF VARIOUS ACTS:

4.35.1 The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour acts and Employees Provident Fund Act 1952 along with any Statutory Modifications there of or rules clarifications or otherwise and all the

provisions as amended from time to time and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

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

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

4.37 SETTLEMENT OF DISPUTES

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

4.37.2 Mutual Settlement

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

4.38 CONCILIATION/ARBITRATION

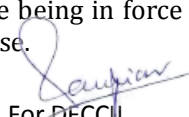
4.38.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.

4.38.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderers) 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.

4.38.3 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).

4.38.4 In case, the Tenderers) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation foils, 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.

4.38.5 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.



- 4.38.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.38.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 4.38.8 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).

4.39 AWARD TO BE BINDING ON ALL PARTIES

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

4.40 SUBSTITUTE ARBITRATORS:

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

4.41 INTEREST ON AWARDED AMOUNT

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

4.42 SETTLEMENT THROUGH COURT

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

4.43 EXCEPTION

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

4.44 JURISDICTION OF COURTS

- 4.44.1 Jurisdiction of courts for dispute resolution shall be **Kolkata** only.

SECTION - V

TERMS & CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

5.1 INTRODUCTION-

DFCCIL has undertaken to construct Dedicated Freight Corridor from Dankuni to Gomoh on Eastern Corridor. The alignment comprises of the construction of two important bridges, forty four major bridges and Six hundred and thirty two minor bridges and thirty two RUB. The alignment stretches from the Ch.15.46 km to Ch.310.00 km, total length of alignment is 282.22 km. For this purpose it is essential to determine the Geotechnical parameters for the design and construction of bridges and track alignment. The tender has been proposed for conducting geotechnical investigation of important bridges, major bridges and minor bridges/alignment for proposed DFCCIL track in Dankuni - Gomoh section (Phase I) from Ch.15.46 km to Ch. 310 km, 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	From Station	To Station	Approx Route Km
I	Dankuni	Shaktigarh	67.42
II	Shaktigarh	Panagarh	59.50
III	Panagarh	Asansol	57.42
IV	Asansol	Dhanbad	58.76
V	Dhanbad	Gomoh	39.12

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, 30 m. depth for major bridges, 12 m. depth for minor ridges/alignment, in all types of soil (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 site 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 150mm 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 3.0m 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 Specifications 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.

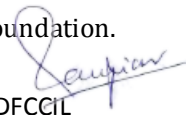
- a) Conducting Standard Penetration Test at every 3.0m interval starting from first sample at 1.5m depth or at the change of stratum as per IS: 2131.

- b) Collection of disturbed, undisturbed soil samples and water samples and carrying 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, sulphate (both SO₃ and SO₄) chloride and nitrate contents, organic chemicals matter, salinity and any other chemicals harmful to the foundation material. The contents in soil shall be indicated as percentage (%).

5.2.2.2 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 Site Selection for Major/important Bridges (Item No.4 of Schedule):

To carry the selection of technically most suitable site for the important/ major bridge as close to the proposed alignment as possible and finalising the length of spans, type of sub structure as well as design of Scour beds and guide bunds whenever required. This will necessitates levelling of the river profile 1 km on upstream and 1 km on downstream, traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding waterway of the bridges. The proposal for span must be supported with proper hydrological calculation.

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

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

- (i) Site plan showing position of Bore holes.
- (ii) Ground level of bore holes with respect to rail level.
- (iii) Level of Ground water table.
- (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, settlement & embedment in incompressible layer/rock as per latest I.S./I.R.C./I.R.S. recommendations.
- (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) Detail 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.

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

5.3 MODE OF PAYMENT :-

5.3.1 **Item No. 1:** On completion of boring, extraction of sample, sealing of sample and sending to laboratory for test.

5.3.2 **Item No. 2:** For this payment shall be done 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%

5.3.3 **Item No. 3:** On submission of report in hard copy (5 copies) and soft copy.

5.3.4 Initial test report may be submitted in block section wise. Final report to be submitted Section wise as determined in **Para 5.1.1 of Section V** of bid document.

5.4 GENERAL

5.4.1 Time Schedule

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

5.4.2 Additional Work

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

5.4.3 Quantity Variation:-

Quantities mentioned are indicative and may be varied at the discretion of Engineer in Charge. Contractor is bound to execute additional quantities at the same rate, terms and conditions.

5.4.4 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.

5.4.5 Payment Schedule

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

5.4.5.1 On Account Payment

- a. The contractor shall be entitled to be paid from time to time normally by way of "On account" bills, only for such works, as, in the opinion of the Engineer, the Contractor has executed in terms of the Contract.
- b. The Contractor shall submit the on-account bills, by the date stipulated by the Engineer, supported with measurements, jointly acknowledged and accepted in the measurement books.
- c. After preliminary scrutiny and certification by the Engineer, payment 80% of the certified amount shall be made as far as possible by the Employer within 2 days but not later than 7 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 28 days from the date preliminary certification of the bill by the Engineer.
- d. Such payments made by the Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in the earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the Employer within 7 days, failing which he shall have to pay interest @ 10% per annum with monthly interest till the said extra amount is paid back by him. In addition to above, if contractor claims more on- account payment than due, second time, the facility of marking 80% on - account payment shall be withdrawn.
- e. Such payment shall be made by the Employer vide National Electronic Fund Transfer (NEFT) System. The contractor has to provide a request showing his willingness to receive payment through such NEFT mode vide Annexure -XII. Please note that unless NEFT mandate form is submitted no payment will be released.

5.5 GENERAL

- 5.5.1** 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.

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

5.5.3 Special Conditions by Tenderer(s)

(a) The Tenderer(s) is, normally, not expected to make any special condition/stipulation of his 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).

5.5.4 List of Equipments/ Tools, Technical Personnel:

The Tenderer(s) shall submit list of equipments/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.

5.6 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 Railway 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"

Sign. of Tenderer (s)



For DFCCIL

- (ii) In case of the Bid Deposit deposited through other instruments, the relevant instruments, duly released shall be sent to the tenderer(s) 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.

5.7 **CREDENTIAL CERTIFICATE:**

{Clause No.4.14.7 shall be over read from under furnished Para of the Bid Document}

The Certificate from the Private individual/Private Limited Company / Public Limited Company (Private Sector) for whom such works are executed will not be accepted. Certificates from Govt. /Semi Govt. /PSU/Govt. Autonomous bodies/Public Limited Company (Govt. Sector) will only be considered.

Sign. of Tenderer (s)

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For DFCCIL

Annexure -XI

LETTER OF APPLICATION BY THE TENDERER

FORM OF TENDERER

Tender No: KKK/EN/Tender/01/2014-15

Dated:

From:

Full Address:

To
Office of the Chief Project Manager,
Dedicated Freight Corridor Corporation of India Limited,
18/N (Ground Floor), Block 'A',
New Alipore, Kolkata - 700053,
West Bengal.

Name of Work: Geotechnical Investigation of Embankment/Important Bridges/Major/Minor Bridges (RUB & RCC Box Bridges), Collection of Hydrological Data and Hydrological calculation for deciding waterway for the Important/Major bridges along the Proposed DFCCIL track in Dankuni - Gomoh section (Phase - I) from Ch.15.46 km to Ch. 310.00 km of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

WHEREAS the President of India acting through DFCCIL and their authorized officers have invited sealed tenders for the above mention work.

2. AND WHEREAS I/We _____ have read the Tender Notice pertaining to the aforesaid Tender.

3. AND WHEREAS I/We, _____ have obtained these bid documents, from CPM OFFICE Kolkata, DFCCIL/downloaded from DFCCIL website .

4. AND WHEREAS I/We, _____ have perused these bid documents and have visited the site and have satisfied ourselves as to the nature of work and the site condition.

5. AND WHERE AS I/We forward a sum of Rs _____ towards the Bid Deposit in one or more of the following forms:-

* (i) Deposit in cash with DFCCIL/CPM office, Kolkata and attach herewith the money receipt No _____ dated _____ obtained there from.

* (ii) Deposit receipt pay orders, demand drafts, Banker's cheque from _____ Bank for a sum of Rs. _____ in favour of Dedicated Freight Corridor

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Sign. of Tenderer (s)


For DFCCIL

Corporation of India Limited Payable at Kolkata and endorse Account payee and valid up to.

6. AND WHERE AS I/We, _____ understand that the above mentioned total Bid Deposit has been deposited subject to the stipulation made in this bid document.

7. AND WHEREAS my / our address for all communication shall be as under-

8. AND WHEREAS I/We, _____ state that in the event of this offer being unsuccessful, the aforesaid total Bid Deposit deposited by us may be refunded to us.

9. AND WHERE AS I/We, _____ here by sign those bid documents by virtue of the legal authorities vested with me / us to enter into commitment on behalf of the tenderer / tenderer(s), documentary support where of is enclosed.

10. Now. Therefore, I/We, _____ here by submit these tender as an offer for doing the work defined in those documents at the rate quoted in the schedules contained herein, and special conditions and rates given in the covering letter*.

11. It is certified that all the statements and documents being submitted with offer are true and correct.

12. It is certified that all the bid documents being submitted are the same as downloaded from the authorised website of DFCCIL (Applicable for downloaded documents).

13. This application is made in the full understanding that:

- (a) The offer by the tenderer(s) will be subject to verification of all information submitted with this bid document.
- (b) Your DFCCIL reserve the rights to :-
 - Amend scope and value of contract.
 - Reject or Accept this offer(s) without any financial liability

(*) Strike out whichever is not required.

Signature of Tenderer(s)
Date _____

Witness on behalf of Tenderer.

1. Signature
Name & Address
2. Signature
Name & Address
3. Signature
Name & Address


For DFCCIL

SECTION VI

SCHEDULE OF APPROXIMATE QUANTITIES

Name Of Work: Geotechnical Investigation of Embankment/Important Bridges/Major/Minor Bridges (RUB & RCC Box Bridges), Collection of Hydrological Data and Hydrological calculation for deciding waterway for the Important/Major bridges along the Proposed DFCCIL track in Dankuni - Gomoh section (Phase – I) from Ch.15.46 km to Ch. 310.00 km of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

SECHEDULE OF QUANTITY					
SN	Description of Work	Unit	Qty.	Rate (In Rs.)	Amount (in Rs.)
1	Exploratory drilling of 150mm diameter boreholes down to maximum 50 m. depth for important bridges, 30 m. depth for major bridges, 12 m. depth for minor ridges/alignment, in all types of soil @ drilling of Nx size boreholes (65mm diameter) in all type of rock (boulders, weathered and fresh rock) including conducting standard penetration tests at specified depth, collection of disturbed, undisturbed samples from boreholes at major bridges, minor bridges, flyovers, ROB, RUB, Station building and along the proposed alignment for the formation.				
	Total RM of boreholes.				
a)	Important bridges one no @50 m /hole (10 nos boreholes)	Mtr.	500		
b)	Major Birldges 44 Nos. @30m/hole (50 No. Of borehole)	Mtr.	1500		
c)	Minor Bridges/Alignment/RUB (1 no. Per Km or base of every bridge) @ 12 m per bore hole	Mtr.	8437		
	TOTAL	Mtr.	10437	1083	1,13,03,569
2	Conducting laboratory test on soil sample as per relevant IS code				
(i)	Natural moisture content/ Dry Density	Each	593	74.00	43,882
(ii)	Determination of Atterbergs limits	Each	593	83.00	49,219
(iii)	Specific Gravity	Each	593	309.00	1,83,237
(iv)	Seive analysis including and submission of curves	Each	593	121.00	71,753
(v)	Hydrometer analysis and submission of curves	Each	593	73.00	43,289
(vi)	Direct shear test	Each	593	234.00	1,38,762
(vii)	Natural density	Each	593	309.00	1,83,237
(viii)	Consolidation test	Each	593	246.00	1,45,878
(viii)	Unconfined compressive strength	Each	593	70.00	41,510
(ix)	Triaxial test (undrained test)	Each	593	287.00	1,70,191

(x)	Triaxial test (staurated condition)	Each	593	174.00	1,03,182
3	Conducting chemical analysis of soil samples to determine aggressiveness in relation to attack on concrete / reinforcement including determination of pH value	Each	593	3774.88	22,38,503
4	Submission of report on sub-soil investigation.	Each	10	45284	4,52,840
5	To carry the selection of technically most suitable site for the important/major bridge as close to the proposed alignment as possible and finalising the length of spans, type of sub structure as well as design of Scour beds and guide bunds whenever required. Tis will necessitates levelling of the river profile 1 km on upstream and 1 km on downstream , traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding waterway of the bridges.the proposal for span must be supported with proper hydrological calculation (reports shall be submitted in two copies).	Each	16	4667	74,672
					Rs.1,52,43,725

Sign. of Tenderer (s)

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For DFCCIL

SECTION VII

RATE SHEET

Name of work: Geotechnical Investigation of Embankment/Important Bridges/Major/Minor Bridges (RUB & RCC Box Bridges), Collection of Hydrological Data and Hydrological calculation for deciding waterway for the Important/Major bridges along the Proposed DFCCIL track in Dankuni - Gomoh section (Phase - I) from Ch.15.46 km to Ch. 310.00 km of Eastern Dedicated Freight Corridor in the jurisdiction of CPM/Kolkata.

Date of opening: 11.06.2014

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

Sl.no.	Item of work	Basic Value	Rates to be quoted by tenderer in percentage above / below the basic rates specified in the schedule (in figures & words)
1	2	3	4
1	As per schedule	Rs.1,52,43,725/- (Rupees One crore fifty two lakhs forty three thousand seven hundred and twenty five only.)	_____% above / Below / At Par the basic rates specified in Col.3. (Strike off which is not applicable. (In figures) _____% above / Below / At Par the basic rates specified in Col.3. (Strike off which is not applicable. (In figures)

Signature and seal of Tenderer

NOTE-

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

Sign. of Tenderer (s)

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For DFCCIL

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

Sign. of Tenderer (s)

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 For DFCCIL

ANNEXURE - II

Self Certificate

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

Signature of the Tenderer/s:

Sign. of Tenderer (s)

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For DFCCIL

Annexure – III

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

Bank Gaurentee No:-.....

Dated:-...../...../.....

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

Reference Contact No:-, awarded on

This deed of Guaranty made this day of between (name of bank) having registered office atand branch office at(hereinafter referred to as “Bank”) of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. for the construction of(hereinafter called “ the Contract”)To M/sits registered office at(hereinafter called “the Contractor”).

Whereas the contractor is bound by the said Contract to submit the Employer an irrevocable performance security guarantee bond for the total amount of Rs.....(Rs. in words).

Now, we the unsigned (Name of the Bank official), of the bank being fully authorized to sign and to incur obligation for and on behalf of the Bank hereby declare that the Bank will guarantee the Employer the full amount of Rs..... (Rs. in words) as stated above.

After the contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by the reason of any breach by the said contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due or payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. (in words) only.

We..... (indicate the name of Bank), further under take to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

Sign. of Tenderer (s)

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For DFCCIL

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We..... (indicate the name of Bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by..... (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

(Continued from page 1, BG No. Dated

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we..... (name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we..... (name of the bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We..... (indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. (in words)



ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.

iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day ofbeing herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name.....

Designation:

Address:

2. Name:

Designation:

Address:

Sign. of Tenderer (s)

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For DFCCIL

Annexure -I V

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

AGREEMENT

THIS AGREEMENT made on ----- day of -----(Month/year) between DFCCIL, acting through Chief Project Manager, DFCCIL, 18/N(Ground Floor), Block 'A', New Alipore, Kolkata - 700053.(herein after called the "DFCCIL") of the one part and (Name/address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Contract No. ----- (hereafter called "the works", and has accepted a Bid by the Contractor for the execution of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract
 - e) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as hereinafter mentioned, the contractor hereby convents with the DFCCIL to execute and complete the works and remedy any defects herein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the signatory)
Signed for and on behalf of the Contractor in the presence of:
Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated.

(Name, Designation and address of the authorised signatory)
Signed for and on behalf of the DFCCIL in the presence of :
Witness:

- 1.
- 2.



Annexure V

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

I/WE THE UNDER SIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I/WE DO NOT OURRELATIVE/RELATIVES EMPLOYED IN THE DFCCIL EXCEPT THE NAMES MENTIONED HEREIN UNDER:

- 1.....
- 2.....
- 3.....
- AND SO ON.....

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

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

Sign. of Tenderer (s)

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For DFCCIL

Annexure - VI							
Details of works completed in last three financial years including current financial year							
Sl.	Name of work	Acceptance letter no	Date of Acceptance letter	Organization for whom work is being done	Final cost of work	Date of commencement of work	Date of Actual completion of work with brief reason of delay if any.
1	2	3	4	5	6	7	8

Sign. of Tenderer (s)

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FOR DFCCIL

Continuation to Annexure VI

Certificate/Credentialed available at page No	Weather the work has been completed or terminated.	Weather any specified agency/other contractor were employed by the tenderer and if any so, what for.	Net payment during the financial year against each of the contract in last 3 years.	Remark
9	10	11	12	13

Note:-
 The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out. The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.

Signature of the Tenderer/s:-

Sign. of Tenderer (s)


 For DFCCIL

Annexure - VII								
Details of works under progress in last three financial years including current financial year								
Sl.	Name of work	Acceptance letter no	Date of Acceptance letter	Organization for whom work is being done	Final cost of work	Date of commencement of work	Date of Actual completion of work	Certificate/Credentia l available at page No
1	2	3	4	5	6	7	8	9

Continuation of Annexure VII

Net payment during the financial year against each of the contract in last 3 years.	Remark
10	11
Note:- The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out. The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.	
Signature of the Tenderer/s:-	

Sign. of Tenderer (s)


For DFCCIL

Annexure - VIII							
A. LIST OF ARBITRATION CASES DURING LAST 3 YEARS							
Sl.No.	Name of Work	Value Of the Work	Organization for whom work is being done	Amount and date of Claim preferred	Claim of Deptt. If any	Brief reason for dispute	Final/Present position of case
1	2	3	4	5	6	7	8
Signature of the Tenderer/s:-							

Annexure - VIII							
B. LIST OF COURT CASES DURING LAST 3 YEARS							
Sl.No.	Name of Work	Value Of the Work	Organization for whom work is being done	Amount and date of Claim preferred	Claim of Deptt. If any	Brief reason for dispute	Final/Present position of case
1	2	3	4	5	6	7	8
Signature of the Tenderer/s:-							

Sign. of Tenderer (s)


 For DFCCIL

Annexure - IX								
A. Details of Own Equipment Proposed To Be Inducted.								
Sl.n	Detail of Equipment	Number Available	Details of Purchase	Date of Manufacture	Material	How driven (i.e. Petrol/diesel/ Electric)	Condition of Equipments	Where the equipments can be inspected
1	2	3	4	5	6	7	8	9
Signature of the Tenderer/s								

Annexure - IX								
B. Details of Hired Equipment Proposed To Be Inducted.								
Sl.n	Detail of Equipment	Number Available	Details of Purchase	Date of Manufacture	Material	How driven (i.e. Petrol/diesel/ Electric)	Condition of Equipments	Where the equipments can be inspected
1	2	3	4	5	6	7	8	9
Signature of the Tenderer/s								

Sign. of Tenderer (s)



For DFCCIL

Annexure - X						
A. Details of Technical Personal Available						
S.no.	Name	Age	Technical Qualification	Commencement of present employment	Total Experience	Emoluments
Signature of the Tenderer/s						

Annexure - X						
B. Details of Technical Persons Proposed to be Engaged						
S.no.	Name	Age	Technical Qualification	Commencement of present employment	Total Experience	Emoluments
Signature of the Tenderer/s						

Sign. of Tenderer (s)


For DFCCIL

Annexure -XII

NEFT MANDATE FORM

Date:

From:

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

Sub: Willingness to receive payment through RBI's NEFT System.

We refer to the National Electronic Fund Transfer (NEFT) System being setup by DFCCIL for the remittance of our payments using RBI's NEFT scheme and confirm that we are agreeable to our payment being made through the above scheme to our under noted account:

NAME OF ORGANISATION AND ADDRESS :

MICRO CODE OF BANK :

BANK NAME :

BRANCH NAME :

BANK ADDRESS :

BRANCH TELE/FAX NO. :

BANK ACCOUNT NO. :

TYPE OF ACCOUNT :

A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.

Enclo :As stated above

Signature & Stamp

Confirmed by Bank

Annexure -XIII

MEMORANDUM OF UNDERSTANDING

(To be signed on Rs. 100/- Non judicial stamp paper)

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made entered into this day.

BY AND BETWEEN

AB, a company within the meaning of the Companies Act, 1956 having its registered office at /a Partnership firm having its offices at/a Proprietorship concern having its office at Represented by its Managing/Partner/Proprietor which expression shall excluded by or repugnant to the context be deemed to mean and include its successors and assigns (hereinafter referred as AB) of the FIRST PART.

AND

CD, a company within the meaning of the Companies Act, 1956 having its registered office at/a Partnership firm having its offices at/a Proprietorship concern having its office atrepresented by its Managing Directors/Partner/ Proprietor which expression shall excluded by or repugnant to the context be deemed to mean and include its successors and assigns (hereinafter referred as CD) of the SECOND PART.

AND

EF, a company within the meaning of the Companies Act, 1956 having its registered office at/a Partnership firm having its offices at/a Proprietorship concern having its office atrepresented by its Managing Directors/Partner/ Proprietor which expression shall excluded by or repugnant to the context be deemed to mean and include its successors and assigns (hereinafter referred as CD) of the THIRD PART.

The First Part, Second Part and Third Part hereinabove together are hereinafter referred to as "The parties".

WHEREAS the parties hereto have agreed to enter into a joint venture for the purpose of participation of Bid in respect of the Tender No. for (hereinafter referred to as the said Tender) invited by the Chief Project Manager, DFCCIL, Kolkata (hereinafter referred to as "Employer")

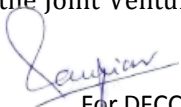
AND WHEREAS in the event of the joint venture being successful in its bid, the parties have agreed to perform the contract in accordance with the agreed and conditions thereof and in the spirit of mutual Co-operation to achieve the objective of this joint venture to the full satisfaction of the Employer.

NOW, therefore, for and in consideration of the foregoing premises and other considerations and covenants hereinafter set forth, the parties hereby agree as follows

ARTICLE 1 Form of Agreement

1.1 That a Joint Venture is formed herein by the said (1) AB..... (2) CD AND (3) EF and to be carried out in the name and style of _____ (JV).

1.2 The Parties shall jointly prepare and submit tender documents for the said Contract and shall jointly perform the said Contract if any contract is awarded to the Joint Venture and shall be jointly and severally liable to the Employer for the contract.


For DFCCIL

1.3 The Principle place of the office of the joint venture shall be situated at the office of And for the purpose of all correspondence the address is as follows.....

ARTICLE 2 Lead Partner

2.1 The parties have agreed to appoint AB/CD/EF as the lead Partner of the Joint Venture for the performance of said contract who are herein nominated by the parties to the joint Venture as authorized representative for and on behalf of the Joint Venture during the qualification and bidding period and in the event the Project is awarded to Joint Venture during the contract execution AB/CD/EF in the capacity of lead Partner are authorized to incur liabilities and receive instructions for and on behalf of any all the parties to Joint Venture or its constituents.

2.2 In connection with the contract, if necessary, the parties shall take decisions by mutual consent.

ARTICLE 3 Participation of Share

3.0 The Parties agree that their respective participation/share in the Joint Venture (hereinafter called "Participation share" shall be

..... for AB

..... for CD

..... for EF

ARTICLE 4

On issue of L.O.A. if awarded the contract an agreement among the members of JV firm will be executed on this basis of the terms and conditions mentioned herein and the said agreement has to be registered before this Registrar of companies under companies Act or before this Registrar/Sub-Registrar under this Registration Act, 1908

ARTICLE 5 Responsibility Executions of Contracts

5.1 The Parties hereto shall, if awarded the contract for the Project, be jointly and severally liable to Employer for Execution of the project in accordance with Clause no.4 of Section 1 of the bid document. The parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Employer in course of execution or due to non-execution of the contractor part thereof or arising out of the contract.

5.2 The parties shall be jointly and severally legally liable to the Employer for all obligation arising from and in connection with the bidding process and execution of the said Contract in accordance with the terms and conditions as shall be agreed with the employer.

5.3 AB/ CD/ EF shall act as most experienced partner. All the parties shall be responsible for providing key personnel in the discipline of site management planning and plant operation during the whole period of contract execution, in addition to execution of the work and performance of the contract in accordance with the contract agreement.

5.4 As agreed between themselves, each party shall be fully responsible for the fulfilment of all obligations of its scope of the work for the said Contract to be executed subject to the Agreement between the parties and shall hold indemnified against any damage arising from its default or non-fulfillment of such obligations.

5.5 If any party fails to perform its obligations during the execution of the said contract and to cure such breach within the period designated by the non-defaulting, then other parties shall have the right to make up the work, the right and responsibilities of the defaulting party at the cost and risk of the defaulting party.

ARTICLE 6 Duration of the Joint Venture Agreement

6.1 This MOU shall come into effect from the date it is executed and remain valid till all the matters in connection with the said contract for which this agreement is executed are over and settled and shall not be terminates unless and until this work awarded under this contract is completed in all respect and also till the maintenance period is over or till all this contractual liabilities are discharges completely.

6.2 This MOU shall be automatically terminated in case L.O.A. is not AWARDED TO THE joint venture.

ARTICLE 7 Governing laws

7.0 This agreement shall be governed shall be governed and constructed in accordance with the laws of the Republic of India.

ARTICLE 8 Authorised Member

8.1 All the joint ventures parties i.e. AB, CD and EF nominate, constitute, authorize and appoint

.....Director/Partner/Propriet or of To deal with tender, to sign the agreement or enter into contract is respect of the said tender, to received payment, to witness joint measurement of work done, to sign measurement books and similar such action respect of the said tender/contract.

8.2 All the correspondences with respect to the contract would be sent only to Sri..... by Sri..... authorized member of the JV. In case of any dispute/deference arises with the DFCCIL then Sri Authorized member of the JV firm will be authorized to refer the claim to the authorized on behalf of (JV) in terms of Clause no. 4.0 of Section I of the bid document and any proceedings will be dealt by Only, before the Arbitration during the Arbitration proceedings and before any Courts of Law in the country.

ARTICLE 9 Assignability

9.0 No party to the Joint Venture has the right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Employer in respect of the said tender/ contract.

ARTICLE 10 Use of Machinery, Instruments, Labour Force etc.

10.0 The parties hereto undertake that whatever the machinery, instruments, labour force, (including unskilled, skilled, inspectors, engineers etc.) they possess as the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the party/ parties having the control over said machinery, instruments, labour force etc. without having any regards to their share of Profit and loss agreed to between the parties in

Joint Venture Agreement shall hand over the same at the disposal of the party who is executing the work for purpose of execution of the contract without any hindrance and obstacle.

ARTICLE 11 Bank Account

11.0 One or more Joint Venture account shall be opened in the Joint Venture with such Bank or Banks and shall be operated by both the parties jointly. Payment should be made by the DFCCIL in that particular Joint Venture Bank account only, which will be intimated by the parties jointly to the DFCCIL after opening the said Joint bank Account.

ARTICLE 12 Tender/Estimation Work

12.1 Preparation for the tender/bid will be co-ordinated as agreed from time to time.

12.2 All the parties shall co-operate on the estimation work for the project.

12.3 Any expenses and costs incurred by any party for and in connection with the preparation, submission negotiation etc. up to bidding process shall be borne individually by the party incurring the same except when all the parties agree otherwise.

ARTICLE 13 Arbitration

13.1 All disputes or differences which may arise out of in relation to or in connection with this agreement shall be settled amicably between the parties hereto.

However, in case any dispute or difference is not settled each party shall have the right for arbitration and Conciliation Act 1996 and rules framed there under. Arbitration should be held within the jurisdiction of Kolkata.

13.2 None of the parties shall be entitled to suspend the performance of the agreement merely by reason of the reference of a dispute to arbitration and the parties shall continue with execution of the Project irrespective of the Arbitration proceedings.

13.3 We the partners of JV firm shall no objection if Earnest money Deposit/Performance Guarantee is forfeited by Railway due to non-compliance, non-observance and/or any deviation from stipulated terms and conditions as indicated in clause 30.9 of instruction for submitting the Tenders as Joint Venture Firms.

IN WITNESS WHEREOF the authorized representatives of the parties hereto have executed this agreement on the day, month and year first above written.

WITNESS:

1. FIRST PARTY

2. SECOND PARTY

3 THIRD PARTY

Sign. of Tenderer (s)



For DFCCIL