

PRELIMINARY WORKS AND DETAIL ENGINEERING CONSTRUCTION SURVEY, IDENTIFICATION AND PREPARATION OF LAND PLAN, GEOTECHNICAL INVESTIGATION FOR SECTION, PREPARATION OF SCHEDULE OF QUANTITIES & TENDER DOCUMENT FOR CONSTRUCTION OF DEDICATED FREIGHT CORRIDOR FOR SECTION 15 AND 16 FROM KM 42 OF SECTION 15 (AT AROUND KHORI NEAR REWARI) TO KM 64 OF SECTION 16 (KM 1415.69 OF NCR, DADRI) ON WESTERN FREIGHT CORRIDOR UNDER AGM/DADRI-REWARI

Tender No. HQ/EN/BB/Rewari-Dadri/15 & 16

Preliminary works and Detail Engineering Construction Survey, Identification and Preparation of Land Plan, Geotechnical investigation for section, preparation of schedule of quantities & Tender document for construction of Dedicated Freight Corridor for section 15 and 16 from Km 42 of section 15 (At around khori near Rewari) to Km 64 of section 16 (Km 1415.69 of NCR, Dadri) on Western Freight Corridor under AGM/Dadri-Rewari

Tender No. HQ/EN/BB/Rewari-Dadri/15 & 16

Bid Documents

Dedicated Freight Corridor Corporation of India Ltd.,
5th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi – 1, Ph.No. 011 – 23454650.

Dedicated Freight Corridor Corporation of India Ltd.,
5th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi – 1, Ph.No. 011 – 23454650.

Tender No. HQ/EN/GEO-TECH/IMP BR

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Dedicated Freight Corridor Corporation of India Ltd.,
5th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi – 1, Ph.No. 011 – 23454650.

To,

The Group General Manager (Design),
DFCCIL,
New Delhi.

Ref: **Tender No. HQ/EN/BB/Rewari-Dadri/15 & 16**

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of **Rs 4,00,000 (Rupees Four Lakh only)** has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - i) I/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.
OR
 - ii) I/We do not commence the work within 10 days after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer

Contractor's Address

Signature of Witness

Dedicated Freight corridor Corporation of India Limited

Dedicated Freight Corridor Corporation of India Ltd.,
5th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi – 1, Ph.No. 011 – 23454650.

Section 1.
Invitation for Bids (IFB)

Dear Sir,

1. The Group General Manager (Design), DFCCIL, New Delhi for and on behalf of DFCCIL invites, bids in single stage, from the tendering firms / PRELIMINARY WORKS AND DETAIL ENGINEERING CONSTRUCTION SURVEY, IDENTIFICATION AND PREPARATION OF LAND PLAN, GEOTECHNICAL INVESTIGATION FOR SECTION, PREPARATION OF SCHEDULE OF QUANTITIES & TENDER DOCUMENT FOR CONSTRUCTION OF DEDICATED FREIGHT CORRIDOR FOR SECTION 15 AND 16 FROM KM 42 OF SECTION 15 (AT AROUND KHORI NEAR REWARI) TO KM 64 OF SECTION 16 (KM 1415.69 OF NCR, DADRI) ON WESTERN FREIGHT CORRIDOR UNDER AGM/DADRI-REWARI

Scope of work for the instant tender includes:-

1. Staking of finalized alignment of detours.
2. Detailed Engineering construction Survey for Detour portion at any location(s) as directed by the Engineer In Charge.
3. Assessment of land width required and Preparation of Land Plans for double line construction.
 - i) Preparation of Land acquisition Proposals for section 20A notification as per the requirement of land acquisition for special Railway Project under the provision of the Railways (Amendment) Act, 2008.(As per latest amendment for DFCC in 1894 LA Act)
4. and submitting to corporate office.
5. Distribution of Notices to individual owners, Panchayat Offices, Talatis and making arrangement for awareness by way of loud speaker etc.
6. Collection of copy of sale deeds from Sub-registry offices of each district.
7. Identification of landless and small farmers.
8. Manufacturing and Supplying precast M:20 pillars/boundary mattams.
9. Survey and valuation of affected structures and other value addition like permanent building and trees, damage to standing crops etc. etc. by the valuers as defined by AGM/ RE -Dadri .
10. Making arrangements for distribution of compensation.
11. Making arrangements for transferring of land title.

12. Providing assistance to Revenue Authority and co-ordinating with them and forest officials and other concerned central/ state/Private/ PSU authorities for any relevant items such as trees, buildings, utilities(Electrical/DOT/ Oil and Gas/Water etc.) for joint measurements and obtaining necessary clearances wherever required by deputing competent manpower. It will include joint measurement by Revenue Staff and land acquiring agency for the delivery of possession of the land after acquisition. It will also include the cost of any surveying, if required, using theodolite or Total stations with all skilled/unskilled men power, equipment, tools and plants, all transportation etc. complete in order to erect the center line and/or boundary line pillars at 100m c/c or 50m c/c as directed by DFCCIL.
13. Making the proposals in the prescribed formats for acquisition of Govt. Land.
14. Plotting and Submission of demarcation report in AutoCAD format by deployment of AutoCAD expert and preparation of data base in Excel format & generation of reports as required by DFCCIL.
15. Deploying required labor for transportation and fixing concrete pillars from nominated place/location.
16. After notification collecting, reviewing and preparing reply for objections against notification/compensation claims received, getting signed from concern DFCCIL officials and submission to Competent Authority, collecting hearing schedule from concerned Competent Authority for affected villages and attending the hearings at schedule dated on behalf of DFCCIL (With or without DFCCIL official) co-ordinating with Competent Authority and other concerned authorities, arrange to carry out the corrections/ modifications/ collection of the documents (if required) as per instructions of Competent Authority and DFCCIL as a result of such hearings/ submissions, preparation and submission of necessary documents in required Nos. of copies with a copy for office record of DFCCIL. It also includes follow up in all the offices for preparation of relevant reports other than those mentioned in any other item of this tender schedule.
17. Finding out Utility services along the proposed alignment and preparation of their plans for shifting.
 - ii) Identification & preparation of Land acquisition as per the requirement of land acquisition for special Railway Project under the provision of the Railways (Amendment) Act, 2008.(As per latest amendment for DFCC in 1894 LA Act) for Dumping locations for ballast, blanket materials etc.
18. Geotechnical Investigation for Major , Minor bridges, formation & RUB's/ROB's
19. Site selection of major, minor bridges and ROB's/RUB's
20. Preparation of G.A.D for Minor & Major Bridges and ROB's/RUB's.
21. Preparation of Detailed Bill of quantities including rate analysis.
22. Preparation of Tender Document.

2. DETAILS OF BID DOCUMENT

- 2.1 **Bidding documents:** Cost of the bid document is Rs. 5,000/- (Five Thousand only). Bidders should enclose a demand draft / bankers cheque issued by

State Bank of India or any other nationalized bank or any scheduled bank of india, in favour of DFCCIL, payable at New Delhi amounting to Rs. 5,000/- towards the cost of Bid document along with their offer, failing which their tender shall be liable to be rejected.

2.2 Bids must be accompanied by a Earnest money deposit **Rs 4,00,000 (Rupees Four lakh only) by a crossed Demand Draft/fixed deposit receipt/ Bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank of India, in favour of DFCCIL, Payable at New Delhi. Bids received without earnest money shall be summarily rejected.**

2.3 Applicability of Consortium/MOUs

2.4 Submission of bids:

Date and time for submission of offer:- up to 15.00 hrs on 25-03-2009

2.5 Venue for submission of bids:- Dedicated Freight Corridor Corporation of India Ltd., 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi – 1, Ph.No. 011 – 23454650.

2.6 Time for opening of offer: - 15.30 hrs on 25-03-2009

2.7 If the date of opening is declared as holiday then the tender shall be accepted upto 15.00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e, next working day.

2.8 **Address for Communication:** Interested Bidders may obtain further information from the address given below.
Group General Manager (Design), **Dedicated Freight corridor Corporation of India Limited, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi – 1, Ph.No. 011 – 23454650, during office hours on any working day.**

3. GENERAL

3.1 Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.

3.2 No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.

4. Validity of the Bid

4.1 The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, extendable further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the period of validity / extended validity.

5. TENDERING PROCEDURE.

5.1 Procedure for Submission of Bid This is a single stage one packet system of tendering. The bid consists of one packet / envelope containing Technical Bid and Priced Bid from shortlisted agencies. Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued.

The tender should be clearly written such as:

- Tender No.
 - Name of work
 - Date & Time of opening of tender
 - Name & Address of tenderer
- a. A list of similar works completed in last three years i.e., Current year and the last three financial years i.e. 2008 -09, 2007-08, 2006-07, 2005-06 .
 - b. Single rate should be quoted as percent above or below for all the items of schedule A, schedule B and schedule C.

5.2 Tender opening

The tenders shall be opened on the date of opening as indicated in the office of DFCCIL. The tendered percentage rates shall then be read out.

6. Organization Setup of bidder:

- a. The bidders must submit the list of work completed in the last three financial year giving description of work, organization for whom executed, approximate value of the contract at the time of award, date of award, date of scheduled completion of work, date of actual completion of the work and final value of the contract.
- b. **Plants & Machinery and List of Personnel / Organization available on hand and proposed to be engaged. The time of completion for the instance work is ten months (10) therefore, to accomplish the work within the currency of the agreement work has to be taken up simultaneously. To materialize this requirement the bidder should be equipped with the following minimum plants and machinery and personnel**
- c. The bidder should submit list of plants and machinery available in hand and proposed to be inducted (own and hired to be given separately) for the subject work.

- d. The bidder should have necessary data processing license software preferably Autocad 3d Civil and Mx-Rail/Road for generation of L Section and other alignment details.
- e. The bidder should have at least three graduate civil engineers who are having minimum 10 years experience in field work. Bio data for proposed key personnel to be deployed for this work shall be submitted along with the bid document.

7. Disqualification: -

The bidder shall be disqualified if he is found to have shown poor performance in DFCCIL in ongoing or completed works during or prior to evaluation period.

8. EVALUATION CRITERIA

This is an open tender and the tender shall be evaluated on the basis of past performance and price bid.

9. Time Schedule

The total time for completion of work shall be of **ten months** from date of issue of Letter of acceptance by DFCCIL. Time is the essence of the Contract.

10. Rate

- 10.1.** The contractor / bidder must quote a flat single percentage above or below or at par of the total amount for each schedule of tender as given in the tender schedule. **This percentage shall be applicable on each item of the schedule in consideration, uniformly.**
- 10.2.** Tenderers are required to give unconditional offers. **A conditional offer, having financial implication, is liable to be rejected.**

11. Earnest Money is liable to be forfeited in case of the following:

- 11.1. On revocation of tender due to increase in rates by the firm after opening of tenders but before the validity of the tender.
- 11.2. On refusal to accept the work order after award of contract.
- 11.3. If the work is not commenced on the stipulated date of start of the work awarded to the contractor.

Thanking you,

Yours faithfully,

(S.Kaul)
G.G. M. (Design)
For and on behalf of DFCCIL

Section 2

2 Instructions to Tenders / Bidders (ITB)

2.1 Site visit:- The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense

2.2 Cost of Bidding: - The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.3 Language of Bid: - The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.

2.4 Currencies of Bid and Payment: - The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.

2.5 ELIGIBILITY CRITERIA: (i) Should have prepared DPR for atleast 50km section in a single work of highway/railway involving facilitating land acquisition as one of the items of work and,
(ii) Experience in bridge design
The works should have been carried out for departments and corporations of government of india or state govt, PSUs or government authorities.

2.6 Period of Validity of Bids:- Bids shall be valid for a minimum period of 90 days from the date of opening of the tender A bid valid for a shorter period shall be rejected by the employer as non responsive.

2.7 Joint venture:-

The tenderer may be a joint venture (JV) firm with identified partners but such joint venture should be entered before submission of offers.

- In case of joint venture the lead partner is responsible for performing the key function in contract management shall be nominated as being in-charge during the bidding period and in the event of a successful bid, during contract execution. The lead partner shall be authorized to incur liability and receive instructions for and on behalf of any and all partners of joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners of the joint venture with further stipulation that it shall be valid for entire period of completion of the work.
- All partners of the joint venture shall be legally liable, jointly and severally, during the

bidding process and for the successful execution of the contract in accordance with the contract terms, and specific clause to this effect shall be included in the Joint Venture agreement.

- No. of partners in JV should be limited to 3.
- A copy of the Joint Venture Agreement (JVA) as well as necessary documentation regarding incorporation of registration of JV shall be submitted along with tender documents. The JVA shall include among other things, the joint venture's objectives, the contribution of each partner to the joint venture agreement, finance operation, role and responsibility of the each partner covering all aspect of the planning and execution of the work, the commitment of the partners to joint and several liability for due performance.
- In addition, recourse/ sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities shall be spelt out and shall be binding on each partners of joint venture.
- The JV shall also submit an unconditional undertaking along with tender documents to the effect that there shall be no change of constituting parties during the process of award of contract and thereafter during the currency of the contract, in case the contract is awarded.

2.8 Format and Signing of Bid:- Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

Deadline for Submission of Bids :- Bids must be received by the Employer at the address and no later than the date and time indicated in the Bid document.

2.9 Late Bids :- The Employer shall not consider any bid received after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late and rejected.

2.10 Signing of Contract: - The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the employer through a letter of acceptance. In response the successful bidder should sign the contract agreement (**Annexure II**) within Seven days from the date of issue of acceptance letter.

2.11 Corrupt Practices: - The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.

2.12 Security deposit: - The security deposit will be equal to **5%** of the value of the contract. The earnest money of the successful bidder will be converted into initial security deposit. Balance Security deposit, shall be deducted at the rate of **10%** from each of the running bill of the contractor till the realization of full amount of security deposit as per contract.

2.13 Performance Security:

- a. Within Seven days of issue of letter of acceptance from the employer/ engineer the successful tenderer shall furnish to employer/ engineer a **performance guarantee in the form of irrevocable bank guarantee amounting to 5% of original contract value** from any scheduled or nationalized bank of India in the Performa attached at **Annexure-I**.
- b. Alternatively the firm can furnish the performance guarantee in the form of FDR from a scheduled or nationalized bank of India in favour of the employer i.e. in DFCCIL.
- c. No payment under the contract will be made to the firm without receipt of performance guarantee from the firm.
- d. Failure of the successful tenderer to furnish the require performance guarantee shall be a ground for annulment of the contract and forfeiture of earnest money.
- e. In case of termination of contract on account of failure of the contractor performance guarantee shall be encashed.
- f. In case the firm/ contractor fails to extend the validity of performance guarantee as desired by the employer then the employer may encash the performance guarantee of the firm/ contractor.
- g. **Release of performance guarantee:-The performance guarantee shall be released to the firm only after the physical completion of the work based on the completion certificate issued by competent authority stating that contractor has completed the work in all respect satisfactorily.**

2.14 Price variation clause is not applicable for this contract

Section 3: Bid Data Sheet

This section consists of provisions that are specific to the bid and supplement the information or requirements included in Section I – Instructions to Bidders.

1.0	The number of the Invitation for Bids is : HQ/EN/BB/Rewari-Dadri/15 & 16: Date : 24/02/2009
2.0	The Employer is: Dedicated Freight Corridor Corporation of India Limited. NEW DELHI
3.0	The name of the DCB is: Preliminary works and Detail Engineering Construction Survey, Identification and Preparation of Land Plan, Geotechnical investigation for section, preparation of schedule of quantities & Tender document for construction of Dedicated Freight Corridor for section 15 and 16 from Km 42 of section 15 (At around khori near Rewari) to Km 64 of section 16 (Km 1415.69 of NCR, Dadri) on Western Freight Corridor under AGM/Dadri-Rewari
4	The Bidder should submit along with the bid, a bid security for Rs. 4 lakh (Rupees Four Lakh only)
5	TYPE of TENDER: Open single packet
6	The bid validity period shall be 90 (ninety) days.
7	ELIGIBILITY CRITERIA: (i) Should have prepared DPR for atleast 50km section in a single work of highway/railway involving facilitating land acquisition as one of the items of work and, (ii) Experience in bridge design The works should have been carried out for departments and corporations of government of india or state govt, PSUs or government authorities.
8	The tender form can be downloaded from the website http://www.dfccil.org or the tender form can be bought through DD or pay order of Rs 5000/-(add rs 100 for postage) in favour of DFCCIL payable at new delhi, from the address given below on or after 10-03-09.
9	For bid submission purposes only, the Employer's address is: Group General Manager (Design), Floor/Room No. : 505, 5 th Floor, Pragati Maidan Metro Station Building Complex Street Address : City : Delhi Pin Code : 110001. Country : Indian Republic Tel. No. : Telfax. (011) 2345 4650 The deadline for bid submission is: Date: 25.03.2009 Time: 15:00 hrs.
10	The bid opening shall take place at: Dedicated Freight Corridor Corporation of India Limited, Floor/Room No. : 505, 5 th Floor, Pragati Maidan Metro Station Building Complex Street Address

	:	
City	:	Delhi
Pin Code	:	110001.
Country	:	Indian Republic
Tel. No.	:	Telfax. (011) 2345 4650
<u>Bid Opening:</u>		
Date: 25.03.2009		
Time: 15:30 hrs.		

4. GENERAL CONDITIONS OF CONTRACT

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

4.2 **DEFINITIONS**

4.2.1 Unless excluded by or repugnant to the context:

- i. The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- ii. The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- iii. The expression “Department” as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- iv. “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.
- v. Engineer/ “Engineer-in-charge” of the work shall mean the ‘Representative’ appointed by DFCCIL.
- vi. The “Site” shall mean the lands and / or other places 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.
- vii. Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- viii. The “Contract” shall mean The agreement entered into between the DFCCIL and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, 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.
- ix. The “Contractor/ ” 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.

- x. The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- xi. 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.
- xii. A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- xiii. A “month” shall mean a calendar month.
- xiv. A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- xv. “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) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.

- xvi. “Temporary works” shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- xvii. “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.
- xviii. Where the context so requires, word imparting the singular number only also include the plural number of vice-versa.

4.3 SECURITY DEPOSIT

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

4.4 SUPERVISION AND SUPERINTENDENCE

- 4.4.1 **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 construction. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions & variation orders as the Engineer may issue during the progress of the works.

4.5 ENGINEERS AND ENGINEER'S REPRESENTATIVES

- a) The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.
- b) The Engineer shall carry out the duties specified or implied in the Contract. If the Engineer is required to obtain the Approval of the Employer before exercising a specified authority, as per the requirement in accordance with the contract. Any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer. The Engineer shall have no authority to amend the Contract nor to relieve the Contractor of any of its duties, responsibilities and obligations under the Contract.
- c) Engineer's Representative Duties and Authority will in principle comprise the following :
 - i) Supervision of day to day work including quality and quantity.
 - ii) To hold site review meeting and review the Contractor's Programme of Work.
 - iii) Approving contractor's design of enabling works.
 - iv) To inspect the record of Contractor's personnel and equipment
 - v) Certification, determination, instruction, opinion or evaluation of disputes
 - vi) Superintendence of work as directed by the Engineer from time to time till final Bill is paid, Defect Liability period is over.
 - vii) To instruct the Contractor to remove unsuitable personnel form site of work.
 - viii) To submit recommendations to the Employer with reference to proposals of additional work and/or variations after obtaining the details from the Contractor.
 - ix) To submit recommendations to the Employer with reference to request for extension of time received from the Contractor.
 - x) Certification of Contractor's Interim Payment and Final Payment applications.
- d) Any proposal, inspection, examination, testing, consent, approval or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility including responsibility for his errors, omissions and discrepancies.
- e) The Engineer shall copy to the Employer all communications given or received by him in accordance with the Contract.
- f) For the purpose of the instant bid engineers and engineer's representative shall be nominated by the DFCCIL officials.

4.6 EMPLOYER'S/ENGINEER'S INSPECTION OF WORK

- a) The Employer and the Engineer shall at all reasonable times have full access to all parts of the Site and be entitled to inspect, examine, measure and workmanship, and to check the progress of work.
- b) The Contractor shall give the Engineer full opportunity to carry out these activities including providing access, facilities, permissions and safety equipments. No such activity/inspection shall relieve the Contractor from any obligation or responsibility.

4.7 REPRESENTATION OF WORK

- a. Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, approvals, certificates. Determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior consent of Engineer.
- b. Failure on part of the Contractor to comply with these provisions shall constitute a breach.
- c. The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day to day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

4.8 USE OF EXPLOSIVES

4.8.1 Blasting is not permitted on this work unless under exceptionally unavoidable conditions but subject to Government's Policy /rules/acts on the subject matter and approval of engineer in charge.

4.9 PROTECTION

4.9.1 The works included in this contract if required 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.

4.10 WORKMEN

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

4.11 LAWS AND REGULATIONS :

4.11.1 **Governing Law:**The contract documents shall be governed by the laws and by-laws of India.

4.12 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

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

4.13 INCOME TAX

- 4.13.1 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.

4.14 SERVICE TAX

- 4.14.1 Service Tax as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.

4.15 PERMITS, FEES, TAXES & ROYALTIES

- 4.15.1 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, octroi and other Govt taxes **except service tax**. The service tax will be paid extra if payable under law on submission of the documentary evidence. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. 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.

4.16 STATUTORY INCREASE IN DUTIES, TAXES ETC

- 4.16.1 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. The tender shall be inclusive of all taxes levies, octroi etc.
- 4.16.2 Further **DFCCIL** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

4.17 DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

- 4.17.1 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.
- 4.17.2 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.

- 4.17.3 **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.
- 4.17.4 **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:
- i. Any force majeure event referred to in Clause 20.0 or
 - ii. Any relevant order of court or
 - iii. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.
- 4.17.5 **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.
- 4.17.6 **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: -
- 4.17.7 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.
- 4.17.8 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.

- 4.17.9 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. **Engineer's decision on compensation payable being final**
- 4.17.10 The decision of the Engineer as to the compensation, if any, payable by the Firm/Contractor under this clause shall be final and binding.
- 4.17.11 Time shall 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.

4.18 DETERMINATION OF CONTRACT DUE TO FIRM/ CONTRACTOR'S DEFAULT

4.18.1 Conditions leading to determination of' contract

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 Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to take steps to employ competent and / or additional staff and labour, or
- j. 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 Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. Suppresses or gives wrong information while submitting the tender.
- l. In any such case the Engineer on behalf of the Employer 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 Engineer, the Employer 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).

4.18.2 In such a case of termination, the Employer / Engineer may adopt the following course

4.18.2.1 Carry out the whole or part of the work from which the Firm/Contractor has been removed by engaging another Firm/Contractor or deployment of technical staff at site.

4.18.3 DETERMINATION OF CONTRACT ON EMPLOYER / ENGINEER'S ACCOUNT

4.18.3.1 The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's 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 Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof.

4.18.3.2 In case of determination of contract on Employer / Engineer's 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 such claims should be supported by the documents / vouchers etc., to the satisfaction of Employer / Engineer. The decision of the Employer / Engineer 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.

4.19 FOSSILS ETC

4.19.1 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.

4.20 LABOUR RULES

- 4.20.1 The contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences.
- 4.20.2 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by C.G. Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

4.21 **PERFORMANCE GUARANTEE**

- 4.21.1 Within Seven days of issue of letter of acceptance from the employer/ engineer the successful tenderer shall furnish to employer/ engineer a **performance guarantee in the form of irrevocable bank guarantee amounting to 5% of original contract value** from any scheduled or nationalized bank of India in the Performa attached at **Annexure-I**.
- 4.21.2 Alternatively the firm can furnish the performance guarantee in the form of FDR from a scheduled or nationalized bank of India in favour of the employer i.e. in DFCCIL.
- 4.21.3 No payment under the contract will be made to the firm without receipt of performance guarantee from the firm.
- 4.21.4 Failure of the successful tenderer to furnish the require performance guarantee shall be a ground for annulment of the contract and forfeiture of earnest money.
- 4.21.5 In case of termination of contract on account of failure of the contractor performance guarantee shall be encashed.
- 4.21.6 In case the firm/ contractor fails to extend the validity of performance guarantee as desired by the employer then the employer may encash the performance guarantee of the firm/ contractor.
- 4.21.7 **Release of performance guarantee:-The performance guarantee shall be released to the firm only after the physical completion of the work based on the completion certificate issued by competent authority stating that contractor has completed the work in all respect satisfactorily.**

4.22 **FORCE MAJEURE**

- 4.22.1 War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the project within the time

specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

4.23 SETTLEMENT OF DISPUTES

- 4.23.1 All disputes or differences of any kind whatsoever that may arise between the Employer / Engineer and the Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:
- 4.23.2 **Mutual Settlement:-**All such disputes or differences shall in the first place be referred by the Contractor 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.
- 4.23.3 **Conciliation/Arbitration:-**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 to settle such disputes through mutual settlement.
- 4.23.4 If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor 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, together with counter claims of the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 4.23.5 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 atleast three names will be sent to the Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor 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 Contractor.
- 4.23.6 In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor 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.

- 4.23.7 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.
- 4.23.8 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.23.9 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 4.23.10 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 .
- 4.23.11 **Settlement through Court:-**It is a term of this contract that the 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 clauses of 4.23.

4.24 Suspension of work

- 4.24.1 The Obligations of the Employer, the Engineer and the shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration and payments to the shall continue to be made in terms of the contract.

4.25 Award to be binding on all parties

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

4.26 Exception

- 4.26.1 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.

4.27 Jurisdiction of Courts

- 4.27.1 Jurisdiction of courts for dispute resolution shall be New Delhi only.

SECTION 5

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

5.1.INTRODUCTION.

- i) PRELIMINARY WORKS AND DETAIL ENGINEERING CONSTRUCTION SURVEY, IDENTIFICATION AND PREPARATION OF LAND PLAN, GEOTECHNICAL INVESTIGATION FOR SECTION, PREPARATION OF SCHEDULE OF QUANTITIES & TENDER DOCUMENT FOR CONSTRUCTION OF DEDICATED FREIGHT CORRIDOR FOR SECTION 15 AND 16 FROM KM 42 OF SECTION 15 (AT AROUND KHORI NEAR REWARI) TO KM 64 OF SECTION 16 (KM 1415.69 OF NCR, DADRI) ON WESTERN FREIGHT CORRIDOR UNDER AGM/DADRI-REWARI
2. Staking of finalized alignment of detours.
3. Detailed Engineering construction Survey for Detour portion at any location(s) as directed by the Engineer In Charge.
4. Assessment of land width required and Preparation of Land Plans for double line construction.
5. Preparation of Land acquisition Proposals for section 20A as per the requirement of land acquisition for special Railway Project under the provision of the Railways (Amendment) Act, 2008.(As per latest amendment for DFCC in 1894 LA Act) and submitting to corporate office.
6. Distribution of Notices to individual owners, Panchayat Offices, Talatis and making arrangement for awareness by way of loud speaker etc.
7. Collection of copy of sale deeds from Sub-registry offices of each district.
8. Identification of landless and small farmers.
9. Manufacturing and Supplying precast M:20 pillars/boundary mattams.
10. Survey and valuation of affected structures and other value addition like permanent building and trees, damage to standing crops etc. etc. by the valuers as defined by AGM/RE -Dadri .
11. Making arrangements for distribution of compensation.
12. Making arrangements for transferring of land title.
13. Providing assistance to Revenue Authority and co-ordinating with them and forest officials and other concerned central/ state/Private/ PSU authorities for any relevant items such as trees, buildings, utilities(Electrical/DOT/ Oil and Gas/Water etc.) for joint measurements and obtaining necessary clearances wherever required by deputing competent manpower. It will include joint measurement by Revenue Staff and land acquiring agency for the delivery of possession of the land after acquisition. It will also include the cost of any surveying, if required, using thedolite or Total stations with all skilled/unskilled men

- power, equipment, tools and plants, all transportation etc. complete in order to erect the center line and/or boundary line pillars at 100m c/c or 50m c/c as directed by DFCCIL.
14. Making the proposals in the prescribed formats for acquisition of Govt. Land.
 15. Plotting and Submission of demarcation report in AutoCAD format by deployment of AutoCAD expert and preparation of data base in Excel format & generation of reports as required by DFCCIL.
 16. Deploying required labor for transportation and fixing concrete pillars from nominated place/location.
 17. After notification collecting, reviewing and preparing reply for objections against notification/compensation claims received, getting signed from concern DFCCIL officials and submission to Competent Authority, collecting hearing schedule from concerned Competent Authority for affected villages and attending the hearings at schedule dated on behalf of DFCCIL (With or without DFCCIL official) co-coordinating with Competent Authority and other concerned authorities, arrange to carry out the corrections/ modifications/ collection of the documents (if required) as per instructions of Competent Authority and DFCCIL as a result of such hearings/ submissions, preparation and submission of necessary documents in required Nos. of copies with a copy for office record of DFCCIL. It also includes follow up in all the offices for preparation of relevant reports other than those mentioned in any other item of this tender schedule.
 18. Finding out Utility services along the proposed alignment and preparation of their plans for shifting.
 19. Identification & preparation of Land acquisition as per the requirement of land acquisition for special Railway Project under the provision of the Railways (Amendment) Act, 2008.(As per latest amendment for DFCC in 1894 LA Act), for Dumping locations for ballast, blanket materials etc.
 20. Geotechnical Investigation for Major , Minor bridges, formation & RUB's/ROB's
 21. Site selection of major, minor bridges and ROB's/RUB's
 22. Preparation of G.A.D for Minor & Major Bridges and ROB's/RUB's.
 23. Preparation of Detailed Bill of quantities including rate analysis.
 24. Preparation of Tender Document.

5.2. DETAIL SCOPE OF WORK :-

5.2.1. Survey and staking of alignment.

- 5.2.1.1. The firm shall carry out the survey as indicated in 5.2.2. The Firm / Contractor shall carry out the work of transferring the finalized alignment on ground using Total station. Contractor shall fix up concrete pillars at every 500 m in straight portion of alignment & in curves the concrete pillar should be fixed at every junction point of the straight and curve, Curve and straight etc. i.e. at T1, J1, J2 & T2 (J1 & J2 are junction points of transition with circular curve) . In addition to above pillars, contractor shall be required to fix the CC muttams at every 100m on straight & at every

50m on curve portion. Alignment Pillars shall be fixed at both ends of each of the major bridges.

5.2.1.2. These pillars shall be of pre-cast concrete of size 150x150x900 mm or more as per site requirement and shall be fixed firmly in the ground and also be engraved with details of curves as decided by the Engineer-in-charge. Data required for staking out will be given by DFCCIL.

5.2.2. DETAIL ENGINEERING CONSTRUCTION SURVEY ON DETOUR PORTION AT ANY LOCATION(S) AS DIRECTED BY ENGINEER IN CHARGE

5.2.2.1. Contractor / firm shall carry out detail engineering construction survey for **detour** at any location(s) as directed by the Engineer In Charge. Contractor / firm shall **Conduct** Detail Engineering Construction survey including theodolite traversing along one or more routes using tenderer's own engineers, labour, tools & plant & equipment, materials, transportation with all lead and lifts, duly taking all safety precautions to ensure safety, refinement of alignment with a view to achieve economy in construction etc., complete using survey instruments like Total Stations, Auto levels etc., as per the scope, terms of reference, relevant provisions of Indian Railways Code for Engineering Department (1999, Third Reprint), special conditions of tender and as directed by the Engineer-in-charge which interalia include the following As part of Detail Engineering Construction survey work, traversing along the tentative alignment, obtaining the site details, studying the feasibility of fixing the alignment as per the tentative alignment as per the NRSA data for these location, including making trials and arriving at best fit economical alignment including submission of a comprehensive report for the approval of DFCCIL.

5.2.2.2. The Final Location Survey of the section excluding Rewari and excluding Dadri has been carried out by M/S RITES along with staking. Survey of Dadri yard and Rewari yard is to be carried out in the present work. The final report of the survey is to be prepared after including the report of RITES of the section between Rewari and Dadri. The report should be matching at the starting and ending point of RITES and should be complete.

5.2.3. PREPARATION OF LAND PLANS FOR DOUBLE LINE

5.2.3.1. Contractor / firm shall prepare Land Plans using plane table along the existing track and proposed alignment for identification & measurement of adjoining properties required for superimposition of revenue record. It also includes collecting details such as owner of property, type of structure, number of floors, land use pattern such as agriculture, commercial, barren, forest etc. Collection of all necessary revenue Survey maps required for preparation of Land acquisition proposals.

5.2.3.2. PREPARATION OF LAND ACQUISITION PROPOSALS FOR SECTION 20A ONWARDS FOR NOTIFICATION AS PER THE REQUIREMENT OF LAND

ACQUISITION FOR SPECIAL RAILWAY PROJECT UNDER THE PROVISION OF THE RAILWAYS (AMENDMENT) ACT, 2008.(AS PER LATEST AMENDMENT FOR DFCC IN 1894 LA ACT)

- 5.2.3.3. Contractor / firm shall prepare land acquisition proposal in five copies in the format prescribed by Revenue Departments of respective State including Collection of Property Cards/ 7/12 abstract / 8a Abstract including superimposition of revenue record on proposed alignment & calculation of area to be acquired, preparation of statement of area to be acquired along with Land owners detail etc. This item includes submission of proposal in required format to respective revenue official for publication of section 20 a ONWARDS notification as per the requirement of land acquisition for special Railway Project under the provision of the Railways (Amendment) Act, 2008.(As per latest amendment for DFCC in 1894 LA Act) along with follow up for joint measurement order.

5.2.3.4. SPECIAL CONDITION AND SPECIFICATION OF CONTRACT FOR NS ITEMS of schedule C

In the various items of tender schedule the unit of measurement is per route km, which means the linear length from one chainage point to the other chainage point. Each route km of Double line and yards will be treated as one km only not two or more kms. For single line portions and at the locations of fly-overs etc the route km will be linear length from one chainage point to other chainage point.

The scope covered under this contract is for Ghaziabad, Gautambudh Nagar, Faridabad, Gurgaon, Alwar and Rewari etc. However if required the additional districts may be added for which the work may be carried out at the accepted rates only.

Item no. NS/1:-This item includes the activity of serving of notices to all land owners of each village by deploying able and literate manpower after issue of 20A, 20/D & 20/E Notification. The item includes of affixing notices at Notice Boards of every village and/or Panchayat offices etc. so as to make the land owners aware of; all charges for movement of contractor's own manpower, hiring of munadi, loud speaker and all consumables etc. Nothing over and above quoted rates shall be payable under this item. For partial operation of item, pro rata payment shall be made as decided by competent authority which will be final and binding on the contractor. No disputes on this account shall be entertained.

Item No. NS/2:-This item includes cost of collection of registered sale deeds for last three years from each individual Sub-registry office of all the districts and deposition of necessary charges thereof to the Govt. authorities. Government fees, if any, shall be paid by the DFCCIL separately. The rates

quoted shall also include collection of land rate document of each district containing land rates for each affected village. The rates shall be inclusive of all the charges and nothing over and above quoted rates shall be payable under this item except Government fees, if any.

Item No. NS/3:-This item includes activity of identification of landless farmers, small farmers and working out the compensation package for them and as applicable as per National Policy on Resettlement and Rehabilitation.

Item No. NS/4:- The contractor shall cast CC M:20 cylindrical pillars/boundary mattams of size 20 cm in diameter and 75 cm long and shall supply the same at various specified locations as directed by the Engineer in Charge. The item includes all costs of necessary material like cement, stone aggregate, sand, water for casting and curing and all labour to be borne by the contractor. The rates shall be inclusive of the total cost of the finished product including one coat or more of painting and letter writing as directed by the Engineer in Charge. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Item No. NS/5:-This item includes carrying out survey of various assets like Pucca Structures i.e. building/commercial shops etc., Semi Pucca structures, trees, damages to standing crops, and other value additions like bore well, open wells, electrical pumps, hand pumps etc. falling within the land being acquired for DFCCIL requirement and working out their market valuation by deploying Govt. approved valuer or as directed and accepted by DFCCIL etc. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Item No. NS/6:-The contractor shall make all the arrangement of hiring of tents, hiring of vehicle for transportation of Revenue authority, arrangement for opening of bank account of affected land owners, as required. The rates include arrangement of photography and videography of the event etc. He will also make arrangement for preparation of computerized documents of any kind related to distribution of disbursement of compensation to individual owners of the land. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Item No. NS/7:-This item includes deployment of manpower for making arrangements for transferring the Land Title to DFCCIL including all legal formalities like purchasing of stamp papers, typing work by deploying computer operator/Typist, attending the Revenue Department for

necessary stamping and Registration of the Papers etc. The rate excludes the charges for registration of the papers. Such charges, if any, shall be paid by the DFCCIL. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Item No. NS/8:-This item includes joint measurement by Revenue Staff and land acquiring agency for the delivery of possession of the land after acquisition. It will also include the cost of any surveying, using GPS or Total stations with all skilled/unskilled men power, equipment, tools and plants, all transportation etc. complete in order to erect the center line and/or boundary line pillars at 100m c/c or 50m c/c as directed by DFCCIL. The item also includes preparation, supply and fixing of wooden pegs as directed by the Revenue Authority and DFCCIL representative during the course of measurement. The item includes stationery charges for compilation of the report of field measurement. No other charges shall be paid by the DFCCIL over and above the accepted rates. This item also includes co-ordination with revenue and forest officials and other concerned Central/ State/Private/ PSU/ Local/ Municipal authorities anywhere in India for any relevant items such as forest land, trees, buildings, utilities(Electrical/DOT/ Oil and Gas/Water etc.) for joint measurements and obtaining necessary clearances wherever required by deputing competent manpower, for which no extra payment shall be made whatsoever it may be. Decision of AGM/RE-Dadri in this regard will be final and binding on the contractor. No disputes on this account shall be entertained. **The GPS survey data of entire centre line and any additional locations as directed shall be provided along with integration on google map. The software and license of Google Pro shall also be provided to DFCC.**

Item No. NS/9:-This item includes the work of providing Assistance to the DFCCIL Authorities & Revenue Staff for processing the Proposal of identification and preparation of proposal for transferring the State Govt. & Central Govt. Land by deploying suitable man power for necessary paper work and typing and printing work as well as processing the registration of the land papers with the District Registration authorities. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Item No. NS/10:-This item includes preparation of demarcation of land boundary report and preparation of Land Plans as per the practice prevailing in Indian Railway, in suitable AutoCAD format by deploying AutoCAD experts and computerization of relevant records in Excel Format or any other software specified by DFCCIL by deploying adequate and competent computer operators. The item also includes submission of three sets of approved report in hard as well as soft copies. No additional charges shall be paid by the DFCCIL over and above the accepted rates.

Item No. NS/11:-This item includes cost of requisite type of labour for collection of mattams/boundary pillars, cost of transportation from specified locations to the requisite locations for erection and fixing as directed including necessary excavation and filling back the excavated earth with concreting as required as per site conditions including cost of sand, cement, water etc. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Item No.NS/12:-

1. Contractor shall collect all the objections received against 20/A notification and for compensation claims. After the same he shall arrange to prepare the reply for each objection received and arrange to submit the same to Competent Authority after approval and signature from DFCCIL officials.
2. Contractor shall collect the hearing Schedule /Date for each village from concerned Competent Authority and attend the hearing on behalf of DFCCIL officials which may or may not be attended by DFCCIL officials.
3. As a result of such submission and hearings, if there is a need of any modifications/corrections in plans or requirement of any other document in support, the same shall be arranged and submitted in required copies, without affecting the DFCCIL interest.
4. He shall follow up all concerned officials till declaration of award by Competent Authority and shall incorporate any suggested changes, if any from DFCCIL or Government of India side. All the unforeseen activities required in relation to 20(E) Notification in Gazette of India and declaration of award of compensation claims shall also be done by him.
5. If the representative of employer works in DFCCIL's office for preparation of reply etc., he can work on one of the DFCCIL's computer and use DFCCIL's stationery for the purpose. Govt. Fees, if any required to be paid for any of the documents shall be reimbursed as per actual on production of receipt.

5.2.4. FINDING OUT UTILITY SERVICES ALONG THE PROPOSED ALIGNMENT

5.2.5. Contractor / firm shall find out Utility services along the proposed alignment such as electrical line/poles, telephone line , high tension lines along with their voltage & sag height,OFC cables, existing RE cables, Quad cables,

retaining walls, trees, pipelines for water, petrol or gas etc including preparation of kilometer wise plan showing all utility services which need to shifted before construction.

5.2.6. LAND ACQUISITION PROPOSAL

5.2.6.1. Land acquisition proposal for identification of ballast Quarry locations , source location for blanketing material, dumping ground for materials and site offices etc. complete up to publication of notification as per the requirement of land acquisition for special Railway Project under the provision of the Railways (Amendment) Act, 2008.(As per latest amendment for DFCC in 1894 LA Act), including necessary survey, revenue record collection, follow up and preparation of area statement along with land owner list etc. complete. This will be carried out if asked specifically.

5.2.7. GEOTECHNICAL INVESTIGATION FOR MAJOR BRIDGES.

5.2.7.1. Detailed Geotechnical investigation of Major Bridge sites. Only for Major Bridges Detailed Geo-technical investigation shall be carried out in two stages as given below.

- a. Geophysical investigation of site to be conducted at the reconnaissance stage to provide simple and quick means of getting useful information about stratification. The methods to be used for Geophysical investigation may be
 - Electrical Resistivity method
 - Seismic method.
 - Geological mapping of tunnel site for 5 km.
- b Detailed Geotechnical investigation of sub-soil for foundation of bridges

5.2.9. DETAILED GEOTECHNICAL INVESTIGATION FOR BRIDGES AND ROB.

5.2.9.1. The works include sub-surface investigation for foundation of bridges to determined:

The works include sub-surface investigation for foundation of bridges to determined:

- a) Sequence and extent of each soil and rock stratum in the region likely to be affected by the proposed work,
- b) Nature of each stratum and engineering properties of soil and rock which may affect design and mode of construction of proposed structures and their foundations, and
- c) Location of ground water and possible corrosive effects of soil and water on foundation materials.

5.2.9.2. Contractor shall carry out geotechnical investigation to a maximum depth of 50m, 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 submission of reports thereof.

5.2.9.3. The geotechnical investigation work includes:

- a. Drilling of 150mm dia bore holes in all kind of soil including laterite, gravel and cobble and NX size borehole in bouldery and rocky strata

- as specified in BOQ boreholes for Major Bridges
- b. 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**.
 - c. 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 Ltd.
 - d. Collection of rock core samples and carrying out various laboratory testing as per relevant IS codes in consultation with Engineer-in-charge of DFCCIL Ltd.
 - e. Preparation of bore logs, location plan of boreholes, various test results curves and calculations on computer by using suitable Software.
 - f. Investigation shall include data regarding removal of overburden by excavation, erosion or landslides, to give an idea of the amount of pre-consolidation the soils data has undergone. Similarly data regarding recent fill to be investigated to study the consolidation characteristic of the fill as well as original data.
 - g. **Investigation for corrosive soils and water and effluent** - the investigation shall also cover this aspect. Water containing high percentage of sulphates and chloride can adversely affect property of concrete. Similarly presence of soil having corrosive action on metals due to either chemical or bacterial agency shall be investigated and brought out in the report. In such cases chemical analysis of the soil and water should be made to assess the necessity of special precaution. As per procedure laid down in IS 1892-1979.
 - h. Industrial effluent coming into the stream of the river in the near vicinity of the bridge site and industrial waste dump near the bridge site shall be collected and chemically analysis in the laboratory for its adverse affects on metal or cement concrete. In such cases the precautions to be followed during construction to protect the structure from such affect shall be brought out in the report submitted.
 - i. Calculation of “f values (lacey’s silt factor)” shall be carried out an average weighted values for each bore hole locations shall be indicated in the reports.
 - j. Submission of draft report in 3 copies and final reports in 5 copies including details of recommendation of suitable type of foundations with the Safe Bearing Capacity. Report shall elaborately discuss the findings of the investigation along with all field and laboratory observations / calculation. Report shall also include longitudinal profile of the soil / rock strata along the alignment up to 50 m depth combining the result of Geotechnical and Geophysical investigations and testing. Report shall be prepared in accordance with provisions contained in IS 1892-1979 and IS 4464-1967. Soft copy of the report shall be provided in CDs / DVDs.

5.2.9.4. SPECIAL TECHNICAL SPECIFICATIONS TO BE FOLLOWED ARE AS UNDER:-

- a. Drilling of boreholes is required to be carried out in accordance with specifications of relevant codes of Bureau of Indian Standard as given below:
- b. IS: 4078 Code of practice for indexing & storage of drill cores.
- c. IS: 2131 Method for standard penetration test
- d. IS: 1892 Code of practice for sub surface investigation for foundations
- e. IS: 6926 Diamond core drilling site investigation for river valley projects.
- f. IS: 5313 Guide for core drilling observation.
- g. IS: 4464 Code of practice for presentation of drilling information and core description in foundation investigation.
- h. IS: 5529 (Part – I & Part - II) Code of practice for in – situ permeability tests in overburden and rock respectively.
- i. 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.

5.2.9.5. Following test shall be carried out for the sample collected from site:-

- a. 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.
- b. 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.
- c. 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 Ltd.

5.2.9.6. Tests on Undisturbed and disturbed Samples

- a. Conducting Grain size analysis as per I.S 2720-(Pt.IV) both from SPT & UDS samples, plotting grain size distribution curves and calculating silt Factor.
- b. By sieve analysis for grain size larger than 75 micron
- c. By pipette method or Hydrometer method for grain size smaller than 75 micron.
- d. Determination of specific gravity of soil as per I.S 2720(Pt-III) both from SPT & UDS samples.
- e. Determination of liquid & plastic limits as per IS 2720 (Pt. V) both from SPT & UDS samples.
- f. Determination of natural moistures content as per IS-2720 (Pt. III) both from SPT and UDS samples.

- g. Determination of bulk unit weight as per IS-2720 (Pt. III) both from SPT and UDS samples.
- h. Determination of initial void ratio of soil samples.
- i. Determination of differential free swell index from UDS samples as per IS-2720 (Pt. 40)
- j. Conducting consolidation test in terms of IS-2720 (PT.XV) and finding coefficient of consolidation, coefficient of permeability, coefficient of volume compressibility and various compression ratio.
- k. Conducting Water Absorption Test on soil samples.
- l. Conducting Direct shear test on cohesionless soil samples for determination of shear strength in terms of IS 2720 Pt. XIII.
 - i. **Note.** The type of test to be conducted for the soil type should be got approved from Engineer in Charge in advance.
- m. Conducting Triaxial Test for all types of soils under appropriate conditions of drainage, consolidation and with/without measurement of pore pressure for the type of soil under consideration for determination of shear strength parameters of specimen in terms of IS-2720 (Pt. X, XI, XII).
 - i. **Note:** The type of test to be conducted for the soil type should be got approved from Engineer in Charge in advance.
- n. Determination of prosity of Rock samples as Per IS 13030
- o. Preparation of rock specimen as per I.S. specification for conducting compression tests.
- p. Determination of compressive strength of rock samples by point load strength method as Per IS: 8784 or unconfined compressive strength as per IS: 9143 (1 set will comprise of 10 No. of samples) as directed by Engineer-in-Charge.
- q. Conducting Petrographic examination of Rock samples as per IS: 2386 PT VII, VIII

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

- i. **For soil**
 - a. Engineering properties of soil/rock.
 - b. The location and extent of rock layer and other weak features.
 - c. Soft pockets if any under the hard founding strata.
 - d. The geological features like type of rock, fault, fissures etc.
 - e. Ground water table.
 - f. Artesian condition, if any.
 - g. The depth and existence of scour.
 - h. The bearing capacity for foundation.
 - i. Probable settlement and probable differential settlement of the

- foundation.
- ii. **For Rock**
 - a. Depth of rock strata and its variation over a site.
 - b. Whether isolated boulder or massive rock formation.
 - c. Extent and character of weathered zone.
 - d. Joint frequency in the rock.

5.2.10 SITE SELECTION FOR MAJOR BRIDGES.

The contractor has to carry out the selection of technically most suitable site for the bridge as close to the existing alignment as possible and finalizing the length and no. of spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile 1 Km on up stream and 1 Km on down stream, traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for required spans must be supported with proper hydrological calculation.

5.2.11 SITE SELECTION FOR MINOR BRIDGES.

The contractor has to carry out the selection of technically most suitable site for the minor bridge as close to the existing alignment as possible and finalizing the length and no. of a spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile of .5 Km on up stream and .5 Km on down stream, traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for required spans must be supported with proper hydrological calculation. The list of minor bridges on existing alignment for is attached as **Annexure IV** for guidance.

5.2.12 PREPARATION G.A.D FOR MINOR & MAJOR BRIDGES (SCHEDULE A).

Firm/Contractor shall prepare G.A.D for all proposed minor & major bridges based on L-section given by DFCCIL & detailed geotechnical investigation & hydraulic survey carried out by contractor/ Firm. Payment for this item will be made in stages as per the details given below

5.2.12.1. STAGES & SCHEDULE OF PAYMENT :

- i. On submission of draft GAD to DFCC for each major/minor bridge – 40% of the accepted rate.
- ii. On submission of revised GAD duly complying the observation/addition/deletion suggested and to the satisfaction of DFCCIL for each GAD – 50% of the accepted rate.
- iii. On final submission of GAD in requisite no of copies along with editable soft copies in AutoCAD format on CD/DVD.- 10% of the accepted.

If the contractor fails to complete any of the above activities, the payment for non-performed activity shall be deducted as decided by DFCC.

5.2.13 PREPARATION OF DETAILED SCHEDULE OF QUANTITIES.

Contractor/ Firm shall prepare detailed schedule of quantities for formation Quantity of earthwork, blanket, walling, side drains etc.), minor & major bridges and RUB. The estimates shall be updated to include items as per the latest practice of railway and railway board's instructions. The rates adopted for BOQ and detailed estimate should be latest and realistic. To calculate the realistic rates contractor/ firm shall study the availability of material required for earthwork, blanketing etc considering the lead involved and submit rate analysis to DFCCIL.

5.2.14 PROVISION OF FACILITY FOR SITE INSPECTION BY DFCCIL ENGINEER-IN-CHARGE

The contractor/Firm should facilitate and extend all support for the inspection of work by the officials of the DFCCIL. For above purpose, firm/contractor shall interalia provide one vehicle (Xylo/Scorpio/Innova) with driver and all fuel and consumable for entire contract period including extended period of contract if any to the DFCCIL for facilitating the site supervision/inspection of the work by the Engineer-In-Charge of the DFCCIL. For provision of vehicle, no extra cost will be paid.

5.2.15 PREPARATION OF TENDER DOCUMENT.

5.2.15.1 Contractor shall prepare detailed and comprehensive "Design & Build" tender documents for Design and construction of Road Over Bridges based on the bill of quantities prepared by the contractor and shall prepare bid document for Project Management Consultancy (PMC) for the design and build contract. The documents to be prepared will be based on the present norms being followed in the industry and has also close acceptance in execution in a setup like DFCC. The document should cover all aspects of a contract document of this nature including specifications to be adopted for design, testing of material, quality norms and its testing, quality assurance plan, time schedule, payment schedule, prequalification criteria for various stages of selection of the contracting firm, legal provisions etc. The "Design & Build" tender shall be for two packet system of tendering. The tender documents shall be such as to result into

timely execution of the bridge works confirming to laid down quality standards, shall be unambiguous, shall ensure compliance of all the relevant legal provisions, shall provide for all the foreseeable and non foreseeable eventualities in the execution of the contract, shall be amenable to supervision and shall have inbuilt quality checks, shall clearly lay down the intention of DFCC as gathered through various interactions, shall provide for dispute settlement without affecting the progress of the work and shall be got approved from DFCC.

- 5.2.15.2 Before proceeding in drafting the tender document and PMC document, the contractor/ shall prepare a broad framework of draft provisions of the documents bring out the latest trends being adopted in such type of contracts. A presentation on the same will be made to DFCC officials so that broad frame work can be arrived at the beginning of the assignment. The contractor/ shall continue to interact till draft documents are prepared. The contractor shall then submit draft tender document for design & build as well as for PMC in a soft and two hard copies to DFCC for approval. On approval, the contractor shall submit ten hard copies and two soft copies on CD/DVD of each of these tender documents. If any document to be attached in the tender documents is to be given by DFCC, it will be given in a single copy and it will be got Xeroxed /copied by the contractor to make ten copies at their own cost.

5.2.16 ROAD OVER BRIDGES

5.2.16.1 PREPARATION OF LAND ACQUISITION PLANS FOR ROB

Preparation of land Acquisition plans for up to 50 mts. width on either side of the alignment and for actual length of the ROB and Preparation of land acquisition proposal in five copies as per Revenue Departments requirement of respective State including Collection of Property Cards/ 7/12 abstract / 8a Abstract including superimposition of revenue record on proposed alignment & calculation of area to be acquired, preparation of statement of area to be acquired along with Land owners detail etc. The item includes submission of proposal in required formats to respective revenue official as per the requirement of land acquisition for special Railway Project under the provision of the Railways (Amendment) Act, 2008.(As per latest amendment for DFCC in 1894 LA Act) or any other relevant act amended subsequently to accelerate acquisition of land along with follow up for joint measurement order.

5.2.16.2 PREPARATION OF GAD FOR ROAD OVER BRIDGES :

- a. Contractor shall prepare G.A.D for all proposed Road over Bridges based on his preliminary design, results of Geotechnical investigation and Engineering survey carried out and data collected by contractor. The ROB proposed in the GAD should be such so as to cause least interference to train running on existing Railway system while executing the work of the bridge. GAD shall be prepared in detail and . It will include plan, longitudinal elevation, longitudinal and lateral cross Sections at suitable interval, proposed diversion road and temporary level crossing if required.
- b. The contractor shall prepare a detailed scheme along with relevant plans, elevations and cross- sections for modification / rebuilding of existing ROBs coming across the DFCC alignment (as listed in the annexure); submit it and get it approved from the concerned authorities.
- c. It will require contractor to select the most suitable location of the bridges, carry out preliminary design of the bridge (including type, approx. depth & approx. section of foundation, number of spans, approx. dimensions and location of piers/abutments, type and approx. dimensional details of superstructure etc.), workout the scheme of construction (including sequence and methodology of various stages of construction, assessment of approach to men, machinery and material, detailing of any other factor relevant in bridge construction except detailed structural design, prepare draft drawings in AUTOCAD, submit the drawings to DFCC for approval and carry out corrections/changes till final approval. Bridge loading standards to be followed as per **IRC 5 and IRC 6- 2000**. Preliminary design shall confirm to National Highway Authority of India/Indian Roads Congress standards for Ruling gradient, maximum permissible curvature etc. and schedule of dimension of DFCC and Indian railways and All the calculations carried out to arrive at the preliminary design shall be included in the report to be submitted. The drawings along with design calculations shall be submitted in soft and hard copy for approval. After approval, drawings and design report shall be submitted in five hard copies and two soft copies in CD/DVD. Once paid for all the drawings will be property of DFCC and only DFCC will have all the rights to modify, alter copy or use these drawings in any other way.
- d. List of level crossings where the ROBs are proposed is given in **Annexure III.**

5.2.16.3 PREPARATION OF DETAILED SCHEDULE OF QUANTITIES:

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

5.2.16.4 PREPARATION OF TENDER DOCUMENT –

Contractor shall prepare detailed and comprehensive “Design & Build” tender documents for Design and construction of Road Over Bridges based on the bill of quantities prepared by the contractor and shall prepare bid document for Project Management Consultancy (PMC) for the design and build contract. The documents to be prepared will be based on the present norms being followed in the industry and has also close acceptance in execution in a setup like DFCC. The document should cover all aspects of a contract document of this nature including specifications to be adopted for design, testing of material, quality norms and its testing, quality assurance plan, time schedule, payment schedule, prequalification criteria for various stages of selection of the contracting firm, legal provisions etc. The “Design & Build” tender shall be for two packet system of tendering. The tender documents shall be such as to result into timely execution of the bridge works confirming to laid down quality standards, shall be unambiguous, shall ensure compliance of all the relevant legal provisions, shall provide for all the foreseeable and non foreseeable eventualities in the execution of the contract, shall be amenable to supervision and shall have inbuilt quality checks, shall clearly lay down the intention of DFCC as gathered through various interactions, shall provide for dispute settlement without affecting the progress of the work and shall be got approved from DFCC.

Before proceeding in drafting the tender document and PMC document, the contractor/ shall prepare a broad framework of draft provisions of the documents bring out the latest trends being adopted in such type of contracts. A presentation on the same will be made to DFCC officials so that broad frame work can be arrived at the beginning of the assignment. The contractor/ shall continue to interact till draft documents are prepared. The contractor shall then submit draft tender document for

design & build as well as for PMC in a soft and two hard copies to DFCC for approval. On approval, the contractor shall submit ten hard copies and two soft copies on CD/DVD of each of these tender documents. If any document to be attached in the tender documents is to be given by DFCC, it will be given in a single copy and it will be got Xeroxed /copied by the contractor to make ten copies at their own cost.

5.2.16.5 APPROVAL OF GAD FROM STATE GOVT. AUTHORITIES & RAILWAY AUTHORITIES

After preliminary approval of GAD by DFCC, the contractor shall arrange for its approval from the concerned State Govt. Authorities/NH authorities and concerned Railway Authorities at all levels, by deputing experienced and qualified personnel, at their own cost of manpower, transportation, travelling expenses etc. Approval from State Govt authorities would also mean approval for closure of LC once the ROB is constructed.

If any addition/deletion/alteration / modification are suggested by these authorities the same shall have to be carried out without any extra cost payable to the contractor, till final approval is given by all concerned authorities.

5.2.17 A Final Detailed Project report of all survey data, Geotechnical data, Land data, bridges and tunnels data along with recommendations is to be submitted along with soft copy of the same. This should constitute all the approved drawings.

STAGES & SCHEDULE OF PAYMENT :

For item 5 & 6 of Schedule B -

- i. On submission of draft GAD to the satisfaction of DFCC for each ROB – 50% of the accepted rate for each ROB.
- ii. On submission of approved GAD to the satisfaction of DFCC for each ROB – 50% of the accepted rate for each ROB.

For item 8 of Schedule B - -

50% payment will be made on submission of draft tender documents to the satisfaction of DFCC. Balance 50% will be paid on approval and submission of approved soft and hard copies. Satisfaction of DFCC about the quality of completion of each stage is a necessary condition for making any payment.

For other items of Schedule B -

Item wise and bridge wise payment to the extent of 50% will be made on completion of that item for a bridge to the satisfaction of DFCC. Balance 50% will be paid on approval and submission of approved soft and hard copies of reports and other data.

If the contractor fails to complete any of the above activities, the payment for non-performed activity shall be deducted as decided by DFCC.

5.3 PROVISION OF FACILITY FOR SITE INSPECTION TO DFCCIL OFFICIALS

5.3.1 The contractor/Firm should facilitate and extend all support for the inspection of work by the officials of the DFCCIL. For above purpose, firm/contractor shall interalia provide one vehicle (Xylo/Scorpio/Innova) with driver at the nominated place and all fuel and consumable, which shall remain at the disposal of DFCCIL Officials for entire contract period including extended period of contract, if any,. For provision of vehicle, fuel, driver, repair, toll etc no extra cost will be paid.

5.4 TIME SCHEDULE

5.4.1 Time allowed for the work is **ten months** including Monsoon and mobilisation of Man Power and Machineries etc. at site, which shall be reckoned from the day of the issue of letter of acceptance by DFCCIL. Tenderers must satisfy themselves that they would be able to complete the work within stipulated period. The work for all the important bridges has to be taken up simultaneously to achieve the work within the time period prescribed.

3.0 QUANTITY VARIATION:-Procedure as detailed below shall be adopted for dealing with variation in quantities during execution of contract:-

(i) Individual NS items in contract shall be operated with variation of $\pm 50\%$ and payment would be made as per the agreement rates. For this no finance concurrence would be required.

(ii) In case of increase in quantity of an individual item by more than 50% of the agreement quantity is considered as unavoidable, the same shall be got executed by floating a fresh tender. If floating a

fresh tender is considered not practicable, negotiations may be held with the existing contractor for arriving at reasonable rates for additional quantities in excess of 50% of agreement quantity.

(iii) Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (\pm) 50% for each item. In case of variation in quantities beyond (+)50%, the rates for the additional quantities beyond (+)50%, variation shall be negotiated / decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

(iv) The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided.

4.0. 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 agreemental rates for original items of the contract and mutually agreed and approved rates. The contractor shall not refuse to carryout any new item as directed by AGM/RE - Dadri, however the rate shall be mutually decided and agreed by the contractor and DFCC.

5.0 PAYMENT SCHEDULE

5.1 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.

5.2 On Account Payment

a. The contractor shall be entitled to be paid from time to time normally once in a calendar month, 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 and certification by the Engineer payment of 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 of the preliminary certification of the bill by the Engineer. In case the unit of work is not fully completed on account of acceptable reasons, a provisional payment for partially completed unit of any item can be made with specific approval of AGM/RE-Dadri for the partially completed item.

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 rest 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 making 80% on –account payment shall be withdrawn.

SECTION-6

Summary of all Schedules

PRELIMINARY WORKS AND DETAIL ENGINEERING CONSTRUCTION SURVEY, IDENTIFICATION AND PREPARATION OF LAND PLAN, GEOTECHNICAL INVESTIGATION FOR SECTION, PREPARATION OF SCHEDULE OF QUANTITIES & TENDER DOCUMENT FOR CONSTRUCTION OF DEDICATED FREIGHT CORRIDOR FOR SECTION 15 AND 16 FROM KM 42 OF SECTION 15 (AT AROUND KHORI NEAR REWARI) TO KM 64 OF SECTION 16 (KM 1415.69 OF NCR, DADRI) ON WESTERN FREIGHT CORRIDOR UNDER AGM/DADRI-REWARI

DESCRIPTION	COST OF WORK
SCHEDULE A	15147492
SCHEDULE B	2910033
SCHEDULE C	5151800
TOTAL	2,28,49,325

SECTION-7

Schedule of Quantities Schedule A

PRELIMINARY WORKS AND DETAIL ENGINEERING CONSTRUCTION SURVEY, IDENTIFICATION AND PREPARATION OF LAND PLAN, GEOTECHNICAL INVESTIGATION FOR SECTION, PREPARATION OF SCHEDULE OF QUANTITIES & TENDER DOCUMENT FOR CONSTRUCTION OF DEDICATED FREIGHT CORRIDOR FOR SECTION 15 AND 16 FROM KM 42 OF SECTION 15 (AT AROUND KHORI NEAR REWARI) TO KM 64 OF SECTION 16 (KM 1415.69 OF NCR, DADRI) ON WESTERN FREIGHT CORRIDOR UNDER AGM/DADRI-REWARI

	Item	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Transferring the finalized alignment on ground using Total station. Contractor shall fix up a concrete pillar at every 500 m in straight portion of alignment & in curves the concrete pillar should be fixed at every junction point of the straight and curve, Curve and straight etc. i.e. at T1, J1, J2 & T2 (J1 & J2 are junction points of transition with circular curve) . In addition to above pillars contractor shall be required to fix the CC muttams at every 100m on a straight & at every 50m on curve portion. Alignment Pillar shall be fixed at both ends of each major bridges	Km	35	13750	481250
2	Conducting detail engineering construction survey for proposed detour at any location(s) as directed by the Engineer. Contractor / firm shall Conducting Detail Engineering Construction survey including theodolite traversing along one or more routes using tenderer's own engineers, labour, tools & plant & equipment, materials, transportation with all lead and lifts, duly taking all safety precautions to ensure safety, refinement of alignment with a view to achieve economy in construction etc., complete using survey instruments like Total Stations, Auto levels etc., as per the scope, terms of reference, relevant provisions of Indian Railways Code for Engineering Department (1999, Third Reprint), special conditions of tender and as directed by the Engineer-in-charge which inter alia include the following as part of Detail Engineering Construction survey work, traversing along the tentative alignment, obtaining the site details, studying the feasibility of fixing the alignment as per the tentative alignment as per the NRSA data for	Km	31	23750	736250

	these location, including making trials and arriving at best fit economical alignment including submission of a comprehensive report for the approval of DFCCIL.				
3	Preparation of Land Plans: Preparation of Land Plans using plane table along the existing track (if any) and both sides of proposed alignment proposed alignment for identification & measurement of adjoining properties required for superimposition of revenue record. It also includes collecting details such as owner of property, type of structure, number of floors, land use pattern such as agriculture, commercial, barren, forest etc. Collection of all necessary revenue Survey maps required for preparation of Land acquisition proposals.	Km	171	13800	2359800
4	Preparation of land acquisition proposal in five copies as per Revenue Departments requirement of respective State including Collection of Property Cards/ 7/12 abstract / 8a Abstract including superimposition of revenue record on proposed alignment & calculation of area to be acquired. Preparation of statement of area to be acquired along with Land owners detail etc.This item includes submission of proposal in required formats to respective revenue official for the publication of section 20A and onwards under land acquisition for special Railway Project under the provision of the Railways (Amendment) Act, 2008.(As per latest amendment for DFCC in 1894 LA Act). (As per 5.2.3.3).	Km	171	6702	1146042
5	Finding out Utility services along the proposed alignment such as electrical line/poles, telephone line , high tension lines along with their voltage & sag height,OFC cables, existing RE cables, Quad cables, retaining walls, trees, pipelines for water, petrol or gas etc including preparation of kilometer wise plan showing all utility services which need to shifted before construction etc. complete.	Km	171	5,560	950760
6	Identification & Land acquisition for Dumping locations for ballast, blanket etc. along the finalised alignment etc. complete upto section 20A onward notification as per the requirement of land acquisition for special Railway Project under the provision of the Railways (Amendment) Act, 2008.(As per latest amendment for DFCC in 1894 LA Act), including necessary survey, revenue record collection, follow up and preparation of area statement along with land owner list etc. complete.	Hectare	150	3,414	512100

7	Supplying precast M-20 RCC pillars of different sizes as per Scope of Work & Technical Specifications with Contractors' own materials, tools and plants including all leads and lifts and crossing of track etc. complete.	Nos.	50	316	15800
8	Shifting of tools and plants from one bridge location to another bridge location.	Nos.	257	750	192750
9	Exploratory drilling of 150mm diameter boreholes down to maximum 30m depth for major bridges, 12m depth for minor bridges/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 test 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) Major Bridges 15 Nos. (36 bore holes) @ 30m/hole	M	1080		
	b) Minor bridges/Alignment @ 1 nos / Km @ 12m	M	1620		
		Total	2700	1183	3194100
10	Conducting laboratory tests on samples as specified in scope of work and submission of report.	M	4000	834	3336000
11	To carry out the selection of technically most suitable site for the major bridge as close to the proposed alignment as possible and finalizing the length of spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile 1 Km on up stream and 1 Km on down stream, traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for span must be supported with proper hydrological calculation	No.	15	5100	76500
12	To Carry out the selection of technically most suitable site for the minor bridge as close to the proposed alignment as possible and finalizing the length of spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile of .5 Km on up stream and .5 Km on down stream, traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for span must be supported with proper hydrological calculation.	No.	72	2550	183600
13	Preparation of G.A.D for all proposed minor & major bridges based on L-section given by DFCCIL & detailed geotechnical	No	193	5435	1048955

	investigation & hydraulic survey carried out by contractor/ Firm.				
14	Preparation of detailed schedule of quantities for formation work and the supply ballast for double line construction including crossing station and junction station. The location of junction station and crossing station will be given by DFCCIL. The BOQ should consists of Quantity of earthwork, blanket material, ballast, length of retaining walls, length of side drains) ,detailed quantities of various items of minor & major bridges and RUB and estimation thereof. The estimates shall be updated to include items as per the latest practice of railway and railway board's instructions. The rates adopted for schedule of quantities and detailed estimate should be latest and realistic. To calculate the realistic rates contractor/ firm shall study the availability of material required for earthwork, blanketing etc considering the lead involved and submit rate analysis to DFCCIL	Km	171	5435	929385
	TOTAL FOR SCHEDULE A Rs.				15147492

Note:- The payment shall be done as per the above schedule based on actual quantum of work done as certified by engineer in charge.

In figure:- ----- % above/at par / or below

In words:- ----- % above/at par / or below

The tenderer is required to quote the overall single percentage rate above / at par / or below.

The tenderer quoting the rates for individual items will be disqualified. The tender is required to quote the rate in both words and figures. In case of any discrepancy, rate quoted in words shall prevail.

(Seal & Signature of bidder)

Note:- On detour portion of the alignment, the firm/ contractor has to carry out the work of site selection of minor bridges , major bridges including fixing of a their span and type of foundation . The payment shall be done as per the above schedule based on actual as certified by engineer in charge.

SCHEDULE B

PRELIMINARY WORKS AND DETAIL ENGINEERING CONSTRUCTION SURVEY, IDENTIFICATION AND PREPARATION OF LAND PLAN, GEOTECHNICAL INVESTIGATION FOR SECTION, PREPARATION OF SCHEDULE OF QUANTITIES & TENDER DOCUMENT FOR CONSTRUCTION OF DEDICATED FREIGHT CORRIDOR FOR SECTION 15 AND 16 FROM KM 42 OF SECTION 15 (AT AROUND KHORI NEAR REWARI) TO KM 64 OF SECTION 16 (KM 1415.69 OF NCR, DADRI) ON WESTERN FREIGHT CORRIDOR UNDER AGM/DADRI-REWARI

S N	Description of Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	Survey using Total station for the site of ROB/Railway Flyover, showing all important features, within railway boundary, and 500mt. on either side of the railway boundary for approaches, and submission of drawing of existing survey in 3 copies including transportation, survey equipments, preparation of drawing of existing survey, all labour, technical staff etc. all 3 copies of survey work shall be submitted for record.	Each	9	22,472.00	2,02,248.00
2	Exploratory drilling of 150mm.Dia bore holes up to maximum 30m depth & conducting laboratory test on sample @2 no. bores holes per ROB	R met er	540	2,017.00	10,89,180.00
3	Shifting of Tools and Plants	Each	9	750.00	6,750.00
4	Preparation of Land plans and acquisition proposal	Each	9	21,117.00	1,90,053.00
5	Preparation of GAD within railway boundary as per railways norms, based on site survey, for 2- Lane/4 Lane/6 Lane bridge, and submission of original tracing to DFCC for approval from railway. The rate also includes, making corrections/ modifications suggested by DFCC/railways and approval of combined GAD (GAD of ROB within Railway Boundary and GAD for approaches) from concerned Railway Authorities and State/NH Authorities.	Each	9	39,326.00	3,53,934.00

6	Preparation of GAD for approaches, as per specification of MOSRTH for approaches, based on site survey, for 2- Lane/4 Lane/6 Lane bridge, and submission of original tracing to DFCC for approval from State authorities. The rate also includes, making corrections / modification suggested by DFCC/State authorities and approval of combined GAD (GAD of ROB within Railway Boundary and GAD for approaches) from concerned Railway Authorities and State/NH Authorities.	Each	9	39326.00	3,53,934.00
7	Preparation of estimates, for railway as well as approach portion, after approval of GAD from concern department. 3 copies of estimates (measurement as well as abstract sheets) shall be submitted to department for further submission to concern authority.	Each	9	39326.00	3,53,934.00
8	Preparation of BOQ for railway portion (the work to be executed by DFCCIL or railway) and draft tender document for ROB, based on approved GAD	Each	9	40000.0	3,60,000.0
	Total for schedule B				29,10,033.00

- Note:- The payment shall be done as per the above schedule based on actual **quantum of work done as certified by engineer in charge.**

In figure:- ----- % above/at par / or below

In words:- ----- % above/at par / or below

The bidder is required to quote the overall single percentage rate above / at par / or below.

The bidder quoting the rates for individual items will be disqualified.

The bidder is required to quote the rate in both words and figures. In case of any discrepancy, rate quoted in words shall prevail.

(Seal & Signature of bidder)

SCHEDULE C

PRELIMINARY WORKS AND DETAIL ENGINEERING CONSTRUCTION SURVEY, IDENTIFICATION AND PREPARATION OF LAND PLAN, GEOTECHNICAL INVESTIGATION FOR SECTION, PREPARATION OF SCHEDULE OF QUANTITIES & TENDER DOCUMENT FOR CONSTRUCTION OF DEDICATED FREIGHT CORRIDOR FOR SECTION 15 AND 16 FROM KM 42 OF SECTION 15 (AT AROUND KHORI NEAR REWARI) TO KM 64 OF SECTION 16 (KM 1415.69 OF NCR, DADRI) ON WESTERN FREIGHT CORRIDOR UNDER AGM/DADRI-REWARI

Sr. No.	Description of Item	Unit	Qty.	Rate (Rs Ps..)	Amount (Rs. Ps.)
NS/1	After Notification, the declaration of the same to all the owners of land by distribution of notice, affixing the notice at Notice Board of every village office, Panchayat, Talaties office as well as announcement (Munadi) in every village by loudspeakers for awareness and information. (Munadi to be made at different stages of publication of notices).	Per Village	240	1000.00	240000
NS/2	Collection of sale deeds for the last three years and the rate list for land/ property of each district. (Govt. Fees if any shall be paid by the DFCC Separately.)	Per Sub Registry Office	9	10000.00	90000
NS/3	Identification of landless and small farmers, collecting relevant 7/12, 8a extracts and preparation of compensation packages.	Per District	6	25000.00	150000
NS/4	Supplying pre-cast M 20 Pillars of size 20cm dia. and 75 cm long with contractors' own materials, tools and plants including all leads and lifts and crossing of track etc. complete.	Per No.	5000	325.48	1627400

Sr. No.	Description of Item	Unit	Qty.	Rate (Rs Ps..)	Amount (Rs. Ps.)
NS/5	Survey and valuation of affected structures, standing crops, trees, any other damages and any other value addition to the land, multistoried Buildings etc.	Per Village	80	5000.00	400000
NS/6	Distribution of compensation-Opening of bank account of affected parties in the nearby schedule/regional rural bank, deposition of cheque in the bank and furnishing the acknowledge of the same for the record. This item also includes organizing camps for disbursement of compensation by making suitable arrangement for tents, all cost of transportation, vehicle for Revenue authorities, typing, Videography and photography etc.	Per Village	80	10000.00	800000
NS/7	Making necessary arrangements for transferring the land title to DFCCIL with all legal formalities like purchase of stamp papers, typing work involved, handing/taking over of land, attending the Revenue Department, for necessary stamping and registration thereof etc. (Cost of Stamp Papers and Govt. Charges for registration if any shall be paid by DFCCIL).	Per District	6	25000.00	150000

Sr. No.	Description of Item	Unit	Qty.	Rate (Rs Ps.)	Amount (Rs. Ps.)
NS/8	<p>Joint measurement by Revenue Staff and land acquiring Agency for the delivery of possession of the land after acquisition.</p> <p>It will also include the cost of any surveying, if required, using theodolite or Total stations with all skilled/unskilled men power, equipment, tools and plants, all transportation etc. complete in order to erect the center line and/or boundary line pillars at 100m c/c or 50m c/c as directed by DFCCIL.</p> <p>NOTE:-This item also includes co-ordination with revenue and forest officials and other concerned Central/ State/Private/ PSU/ Local/ Municipal authorities anywhere in India for any relevant items such as forest land, trees, buildings, utilities (Electrical/DOT/ Oil and Gas/Water etc.) for joint measurements and obtaining necessary clearances wherever required by deputing competent manpower.</p>	Per Route Km.	342	1500.00	513000
NS/9	Making proposal in the specified format for acquisition of Government land, follow up with District/ State Revenue and forest officials for transfer to DFCCIL including preparation of proposals in specified formats in regard to cutting of trees and identifying alternative locations for planting new saplings as directed by DFCCIL.	Per District	6	10000.00	60000

NS/ 10	Plotting of demarcation report in AutoCAD format with Contractor's own labour, machinery, tools and plants and submission of the report in Excel Format village-wise, Survey No. wise and furnishing the report in Soft Copy as well as in Hard copy as directed by Engineer in charge.	Per Route Km.	171	1200.00	205200
NS/ 11	Labour for fixing Concrete pillars at specified locations as directed by engineer- in charge including contractors' own means of transportation , all lead and lifts , crossing of tracks etc.	Per No.	5000	75.00	37500
NS/ 12	<p>After notification collecting, reviewing and preparing reply for objections against notification/compensation claims received, getting signed from concern DFCCIL officials and submission to Competent Authority, collecting hearing schedule from concerned Competent Authority for affected villages and attending the hearings at schedule dated on behalf of DFCCIL (With or without DFCCIL official) co-coordinating with Competent Authority and other concerned authorities, arrange to carry out the corrections/ modifications/ collection of the documents (if required) as per instructions of Competent Authority and DFCCIL as a result of such hearings/ submissions, preparation and submission of necessary documents in required Nos. of copies with a copy for office record of DFCCIL. It also includes follow up in all the offices for preparation of relevant reports other than those mentioned in any other item of this tender schedule.</p> <p>(Contd. on next page)</p>				

	(a) After 20A notification & up to deceleration of 20E notification.	Per district per month	D x M 5 x 6	9020.00	270600.00
	(b) After 20E notification, for compensation claims & up to declaration of award under Section 20(G) of the Railway (Amendment) ct-2008.	Per District per month	D x M 5 x 6	9020.00	270600.00
	TOTAL Rs.				5151800

%age Above/Below/At Par should be entered by the Tenderer in Figures and in Words:-

In Figures:- _____.

In Words:- _____.

Note:-

1. The tenderer is required to quote the overall single percentage rate above/ at par / or below.
2. The tenderer is required to quote the rate in both words and figures. In case of any discrepancy, rates quoted in words shall prevail.

(Seal & Signature of bidder)

BIDDER'S GENERAL INFORMATION

1-1 Bidder Name:- _____

1-2 Number of Years in Operation:- _____

1-3 Registered Address:- _____

1-4 Operation Address if different from above:-

1-5 Telephone Number _____

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address & Web Site _____

1-7 Tele fax Number _____

(Country Code) (Area Code) (Telephone Number)

1-8 ISO Certification, if any {If yes, please furnish details}

1-9 PF / EPF Registration No.:

1-10 Service Tax No.:

1-11 Pan No.:

1-12 Bank A/C No with Bank code for electronic clearance of the payment.:

(Seal & Signature of bidder)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

DFCCIL

Name & Address of Project.

[Acting through _____ (Project Incharge) & Address of the Project]

WHEREAS _____ [name and address of agency] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____

dated _____ to execute _____ [name of contract and brief description of works} (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of _____ [amount of Guarantee], _____ [amount in words], such sum being

payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto _____ (a date 28 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____

Address: _____

Date: _____

ANNEXURE – 3
FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____
(Month/year) between DFCCIL, Palika Bhawan, Sector – XIII, R.K. Puram, New Delhi – 110 066, acting through (Project Head and name / address of the Project) (hereinafter called “the Employer / Engineer”) of the one part and _____
(name and address of the) (hereinafter called “the ”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the viz. Contract No. _____ (hereinafter called “the works”, and has accepted a Bid by the for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract
 - e) Bill of Quantities
3. In consideration of the payments to be made by the Employer to the as hereinafter mentioned, the hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenant to pay the 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 authorised signatory)

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

Witness:

1.

2.

(Name, Designation and address of the authorised signatory)

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

Witness:

1.

2.

Name and address of the witnesses to be indicated.

“END OF DOCUMENT”