

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

Name of Work: - "Engagement of NGO for implementation of resettlement action plan under Schedule-II of RFCTLARR 2013 for Gomoh-Sonnagar (Phase-I) section (Approx. 225 Km) under the Jurisdiction of GM/ Co-Ord/Kolkata of Eastern Dedicated Freight Corridor"

Single Packet OPEN TENDER

Tender No- KKK-EN-R&R-NGO-Ph-I

(PARTICIPATION THROUGH E-TENDER ONLY)

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

Dedicated Freight Corridor Corporation of India Ltd.,
3rd Floor, DCOS Building ,E-W Metro, Central Park Depot, Salt Lake Sector 1,
Bidhannagar, West Bengal,Kolkata-700064

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Dedicated Freight Corridor Corporation of India Ltd.,
3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1,
Bidhannagar, West Bengal, Kolkata-700064

E-Tender No.

KKK-EN-R&R-NGO-Ph-I

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Section 1

NOTICE FOR INVITING E-TENDER

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

1.	Tender No.	KKK-EN-R&R-NGO-Ph-I
2.	Name of Work	"Engagement of NGO for implementation of resettlement action plan under Schedule-II of RFCTLARR 2013 for Gomoh-Sonnagar (Phase-I) section (Approx. 225 Km) under the Jurisdiction of GM/ Co-Ord/Kolkata of Eastern Dedicated Freight Corridor" "
3.	Estimated Cost of Work	Rs. 74,97,903/-(Rupees Seventy Four Lakh Ninety Seven Thousand Nine Hundred Three Only)
4.	Completion Period	12(Twelve) Months
5.	Type of BID	Single Stage Single Packet Open E-Tender
6.	Tender Document Cost (Non-Refundable)	Rs. 5,000/- Plus @18% GST = Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) to be deposited online through payment gateway provided at www.ireps.gov.in . For MSEs registered with the listed agencies, no tender document cost is required to be paid
7.	Earnest Money	To be submitted in the form of Bid Security Declaration as per Annexure-XIV of Tender Document. Non submission of same will lead to the offer being summarily ejected.
8.	Uploading of NIT & Tender Document	25/09/2021 at 13:00 hrs on www.ireps.gov.in
9.	Last Date & Time of Submission of tender (Online)	18/10/2021 at 15 :00 hrs on www.ireps.gov.in
10.	Date and Time of Opening of Tender (Online)	18/10/2021 at 15 :30 hrs on www.ireps.gov.in
12.	Validity of the offer	120 days from the date of opening of the tender.
13.	Retention Money / Security Deposit	5% of Contract Value (to be deducted from On-account payment @10% till the value reaches 5% of Contract Value)
14.	Address for Communication	General Manager/Co-ordination/Kolkata Dedicated Freight Corridor Corporation of India Ltd., 3 rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064 Mob No. 8511188332
15.	Help Desk for E-tendering on website www.ireps.gov.in	For any help in connection with E-tendering & related to Digital signature, please contact IREPS 'Help Desk', details of which are available on left Navigation Block of home page of the site https://www.ireps.gov.in . or at phone No. 011-23761525
16.	Availability of Tender Documents	The Tender documents can be downloaded from www.ireps.gov.in . Tenderer who wishes to view notification and Tender documents can visit www.ireps.gov.in . DFCCIL may issue Addendum(s)/ Corrigendum(s) to the Tender document if any, which shall be issued at least 7 days in advance of date of opening of tender and placed on the website www.ireps.gov.in only
<u>DATE & TIME SCHEDULE</u>		
1.	Date of uploading NIT (Online Publishing Date)	25.09.2021 at 13:00 Hrs
2.	Bid Submission (Online) Start Date	25.09.2021 at 13:00 Hrs
3.	Bid Submission (Online) End Date	18.10.2021 at 15:00 Hrs
5.	Bid Opening (Online) Date & time	18.10.2021 at 15:30 Hrs

Section 2

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

To,
Gm/Co-Ord,
DFCCIL/ Kolkata.

Name of Work: - "Engagement of NGO for implementation of resettlement action plan under Schedule-II of RFCTLARR 2013 for Gomoh-Sonnagar (Phase-I) section (Approx. 225 Km) under the Jurisdiction of GM/ Co-Ord/Kolkata of Eastern Dedicated Freight Corridor"

Tender No: KKK-EN-R&R-NGO-Ph-I

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to Tender by the conditions mentioned therein. I/We also agree to keep this tender open for acceptance for a period of 120days from the date fixed for tender opening and in default thereof, I/We will be liable for invocation of Bid Security Declaration. I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Contract conditions, if awarded the contract.

2. The Bid Security Declaration clause will be invoked in case of:

- i) I/We do not execute the contract agreement within permissible time limit stipulated in the Tender or,
- ii) I/We do not submit a Performance Guarantee (PG) in form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 3 % of the contract value to the DFCCIL within stipulated period after issue of Letter of Acceptance and before signing of the Agreement; or,
- iii) I/We do not commence the work within 7 days of receipt of Letter of Acceptance; or,
- iv) I/We withdraw the offer during the period of validity/ extended validity; or,
- v) When any of the information furnished by me/us is not found true.

3. In case of being awarded the tendered work, until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between me/us and DFCCIL, subject to the modifications, as may be mutually agreed to as indicated in the letter of acceptance of my/our offer for the work.

(Signature of Tenderer)

Name and Address of Tenderer

Signature of Witness

Name and Address of Witness

Section 3

Information and Instructions to Tenderer(s)

3.0 The salient features of the contract are as follows:

i.	Tender No.	KKK-EN-R&R-NGO-Ph-I
ii.	Name Work of	Engagement of NGO for implementation of resettlement action plan under Schedule-II of RFCTLARR 2013 for Gomoh-Sonnagar (Phase-I) section (Approx. 225 Km) under the Jurisdiction of GM/ Co-Ord/Kolkata of Eastern Dedicated Freight Corridor
iii.	Duration of Contract	12(Twelve) months from the Date as specified in the letter of Acceptance
iv.	Estimated Cost of Work	Rs. 7,49,7,903/- (Rupees Seventy Four Lakh Ninety Seven Thousand Nine Hundred Three Only)
v.	Earnest Money	To be submitted in the form of Bid Security Declaration as per Annexure -XIV of Tender Document. Non submission of same, offer will be summarily ejected.
vi.	Performance Security Deposit	3% of Contract Value in the form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank, to be deposited with DFCCIL as per relevant clauses of tender.
vii.	Retention Money / Security Deposit	5% of Contract Value (to be deducted @10% from On-account payment till the cumulative deduction value reaches 5% of Contract Value)

3.1 Submission of E-Tender:

3.1.1 Tender Document Obtaining Process

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

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

3.1.1.3. Vender Manual containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in.

3.1.2 Submission of Offer:

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

3.1.2.2 All the required documents as mentioned in Check list (Annexure-XIII) from S.No, 1-13 to be uploaded, out of which S.No, 1-8 is to be uploaded invariably along with the offer on www.ireps.gov.in failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.

3.1.2.3 The Addendum/Corrigendum, if any; will be hosted on the website

www.ireps.gov.in only.

- 3.1.2.4 The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in.
- 3.1.2.5 Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves all rights to modify, expand restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
- 3.1.3 The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. If the Contractor have any doubt about any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact at communication address given in NIT for clarification at least ten days before the due date of submission of the tender.
- 3.1.4 Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document and all its Addendums and Corrigendum's, if any.
- 3.1.5 All Bids shall be submitted in accordance with the instructions contained in the Tender Document. Compliance with all of the instructions contained in the Tender Document is responsibility of bidder.
- 3.1.6 After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, interpretation of the same as provided by DFCCIL shall be considered as final and binding.
- 3.1.7 For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- i) Notice inviting Tender.(Section-1)
 - ii) Information and Instructions to Tenderer(s). (Section-2)
 - iii) Special Conditions of Contract. (Section-6)
 - iv) Schedule of Rate and Quantity (Section-8)
 - v) Details of work (Section-5)
 - vi) General Conditions of Contract. (Section-4)
 - vii) Technical Proposal and Standard forms. (Section-7)
- For example, if any Item is found to be common both in Special Conditions of Contract and General Conditions of Contract, then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for that Item.
- 3.1.8 Contractor shall fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document.
- 3.1.9 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work and acknowledgment & acceptance of the tender form is part of bid.
- 3.1.10 DFCCIL reserves all rights to reject any tender including of those tenders who

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

3.1.11 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The Bid Security Declaration clause will be invoked in this case. The decision of the DFCCIL in this regard shall be final and binding.

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

3.1.13 Modification/Substitution/Withdrawal of Bids:

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

3.1.14 Opening and Evaluation of Bids:

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

Address: Online Opening of Tender

Office of General Manager/Co-ordination,

Dedicated Freight Corridor Corporation of India Ltd., 3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064

- ii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signature are not same, the Bid shall be considered Non-Responsive
- iii) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 18.10.2021

3.1.15 Deadline for Submission of Tender:

Tenderer Must ensure to complete the tender submission process in time as www.ireps.gov.in will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 18.10.2021).

3.1.16 Contractor may visit the site on any working day to assess the scope of Work

before submitting their offer.

3.1.17 Cost of Tender Document:

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

3.1.18 Earnest Money Deposit (Tender Security):

In terms of Rule 171 of GFRs 2017, no provisions regarding Earnest Money (or Bid Security) have been kept in this Tender. However, the tenderer shall provide Bid Security Declaration in the form as per Annexure XIV. On non-submission of Bid Security declaration, bidder will be summarily rejected.

3.2 Eligibility Criteria:

As per Clause 4.14 of General Conditions of Contract (Section 4) and Clause 6.1 of Special Condition of Contract (Section-6).

3.3 Canvassing

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

3.4 Award Of Contract:

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

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Section 4

General Conditions of Contract

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

4.1.1 Definitions:

Unless excluded by or repugnant to the context:

- 4.1.1.1. The expression “Department”/ “Client”/“DFCCIL”/“Corporation”/Employer as used in the tender papers shall mean Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) which expression shall also include its legal successors and permitted assigns.
- 4.1.1.2. “Officer”/ “Officer-in-charge”/ “DFCCIL’s representative” of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.1.3. The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned there in including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed of or more contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 4.1.1.4. The “Contractor/ Tenderer(s)” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- 4.1.1.5. The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- 4.1.1.6. The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- 4.1.1.7. A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.1.8. A “month” shall mean a calendar month.

- 4.1.1.9. A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.1.10. “Client” means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.1.11. “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- 4.1.1.12. “Data Sheet” means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.1.13. “Day” means calendar day.
- 4.1.1.14. “Government” means the Government of India.
- 4.1.1.15. “Personnel” means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.1.16. “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- 4.1.1.17. “Proposal” means the Technical Proposal and the Financial Proposal.
- 4.1.1.18. “RFP” means the Request For Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.1.19. “Services” means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.1.20. “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.1.21. “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.1.22. “Excepted Risks” are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and unprecedented floods over which the contractor has no control.
- 4.1.1.23. “GCC” mean the General Conditions of Contract.
- 4.1.1.24. “Letter of Acceptance” means the formal acceptance letter from the DFCCIL of the Tender.
- 4.1.1.25. “Local currency” means the currency of Government of India.

4.2.0 General information

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2 The DFCCIL will provide the inputs as specified in the tender document and make available relevant project details and related data at no cost to Tenderer(s).

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

4.3.0 Communication and Language of Contract

4.3.1 Communication to be in writing.

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

4.4.0 Interpretation

In the contract, except where the context requires otherwise:

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

4.5 Language of Contract

- 4.5.1 The Contract shall be executed in English and/or Hindi, which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

4.6 Entire Agreement

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

4.7 Modifications

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

4.8 Care in Submission of tenders: -

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

4.9 Rights of The DFCCIL To Deal with Tender: -

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

4.10 Omissions & Discrepancies: -

- 4.10.1 Should a Tenderer(s) find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may issue necessary corrigendum/ addendum in IREPS. It shall be understood that every endeavor has been made to avoid any error which can materially effect the basis of the

tender and the successful Tenderer(s) shall take up on himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

4.11 Partnership Deed

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

4.12 Performance Guarantee (P.G)

- 4.12.1 On acceptance of tender the successful tenderer shall have to submit performance guarantees as stipulated in Annexure-V amounting to 3% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favor of DFCCIL, Kolkata. The performance guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30(thirty) days, i.e. from 31st days after the date of issue of LOA.
- 4.12.2 if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work.
- 4.12.3 This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 4.12.4 The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (Five percent) for the excess value over the original contract value shall be deposited by contractor.
- 4.12.5 The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the

competent authority starting that the contractor has completed the work in all respects satisfactorily. The retention money, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.

4.12.6 Wherever the contract is rescinded, the retention money shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

4.12.7 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:

- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.
- (iii) The contract being determined or rescinded under provision of the GCC the performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

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

4.13 Security deposit

4.13.1 The Security deposit, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

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

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

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

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

4.14 Tenderer(S)'s credential: -

A) Technical Eligibility Criteria:-

SN	Criteria	Documents required
1	The tenderer must have satisfactorily completed any of the following during last 7 years, ending last day of month previous to the one in which tender is invited:- i) Three similar works each costing not less than the amount equal to 30% (Rs.22,49,371/-) of advertised value of the tender, or ii) Two similar works each costing not less than the amount equal to 40% (Rs. 29,99,161/-) of advertised value of the tender, or iii) One similar works each costing not less than the amount equal to 60% (Rs. 44,98,742/-) of advertised value of the tender any work related to Implementation of RAP or implementation, of R&R plan funded by reputed international agencies/Government Agencies	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photocopies of original certificates of client. The bidder shall also submit the Performa given in Annexure-X of the bid document.

Note:-

1. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates
2. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

B) Financial Eligibility Criteria:

SN	Criteria	Documents required
1	The contractual payments received by the tenderer in the previous three financial year and the current financial year up to the date of Inviting of tender shall be at least 150% of advertised value of tender. The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	TDS certificates/Audited balance sheets and or Photocopies of TDS certificates/Audited Balance sheets clearly indicating the contractual amount received duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.. The bidder shall also submit the Performa given in Annexure-XI of the bid document.

Note:

1. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
2. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
3. If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
4. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
6. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times$ value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
7. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds,

dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

9. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners
 10. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
 11. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
 12. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
 13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
 14. In case company A is merged with company B, then company B would get the credentials of company A also.
- 4.14.1 The tenderer shall provide satisfactory evidence in support of their technical and financial eligibility, which are acceptable to DFCCIL, as follows:-
- a) For Technical eligibility criteria, the details will be submitted as per **Annexure -X** along with supporting documents
 - b) For Financial eligibility criteria, the details will be submitted as per **Annexure -XI** along with supporting documents out
 - c) In case the Tenderer(s) do not submit any proof to meet the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender.
- 4.14.2 All photocopies should be uploaded with the tender form duly attested digitally.
- 4.14.3 The tenderers shall submit affidavit stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-XII**. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly attested digitally by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

4.15 Agreement:

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

4.16 Changes in Address:

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

4.17 Supervision and Superintendence**Contractor's Supervision**

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

4.18 Protection

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

4.19 Workmen

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

4.20 Safety Precautions and Emergencies and Protection of Environment

The contractor shall be solely responsible not withstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and program, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

4.21 Obligation of DFCCIL

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

deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

4.22 Force Majeure

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

4.23 Indemnity

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

4.24 Defense of Suits

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

4.25 Other Terms and Termination

- 4.25.1 Contract shall be deemed to have commenced as on from date of issuance of letter of Acceptance and shall be in force for an initial period of as specified in the LOA/tender document.
- 4.25.2 Notwithstanding anything contained herein DFCCIL may issue, a notice (Proforma at Annexure-XIV) in writing to that effect and if the contractor does not within seven days of receipt of such notice proceed to make good his default in so far as thereof being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hour's notice (Proforma at Annexure-XV) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hour's notice, a final termination notice (Proforma at Annexure-XVI) should be issued.
- 4.25.3 Expiry or earlier termination of the contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 4.25.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all Times act as an In dependent Tenderer(s). The contract does

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

4.26 Laws and regulations:

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

4.27 Deleted.

4.28 Income tax

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

4.29 Goods and Services Tax

GST as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law. Bidder should mention the applicability of GST on rates.

4.30 Permits, Fees, Taxes & Royalties

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt. except Goods and service tax. The Goods and service tax liability on the Contractor will be governed by clause 4.29 of the tender document. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

4.31 Statutory Increase in Duties, Taxes etc.

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

4.32 Delay and Extension of Contract Period / Liquidated Damages

4.32.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Firm/Contractor.

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

4.32.3 Extension due to modifications

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

4.32.4 Delays not due to Employer

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

- a. Any force majeure event referred to in Clause 4.22 or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.

4.32.5 Delays due to Employer / Engineer

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

4.32.6 Delays due to Firm/Contractor and Liquidated Damages

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

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

4.32.7 Engineer's decision on compensation payable is final.

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

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

4.33 Determination of Contract Due to Firm/Contractor's Default:

4.33.1 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 on delayed execution of the contract, or
- g persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- h fails to take steps to employ competent and/or additional staff and labour, or
- i promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- j Suppresses or gives wrong information while submitting the tender.

4.33.2 In any such case the DFCCIL may serve the Firm/ Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after

delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the DFCCIL, the DFCCIL shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

4.34 Determination of Contract on DFCCIL/ Engineer's account

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

4.35 Fossils etc.:

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

4.36 Labour rules

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

4.37 Compliance of Various acts:

The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour acts and Employees Provident Fund Act 1952 along with any Statutory Modifications thereof for rules clarifications or otherwise and all the provisions as amended from time to time and DFCCIL shall stand indemnified from and against any claims/penalty under the aforesaid act.

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

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

and against any claims/penalty under the aforesaid act.

4.39 Settlement of Disputes

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

4.39.1 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.

4.39.2 Conciliation/Arbitration

- 4.39.2.1 It is a term of this contract that Conciliation/Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.
- 4.39.2.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 4.39.2.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Tenderer(s). Such persons may be working/retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum two names out of this panel for appointment of Sole Conciliator/ Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).
- 4.39.2.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Tenderer(s) may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 4.39.2.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and

arbitration proceedings under this clause.

4.39.2.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

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

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

4.40 Award to Be Binding on all Parties

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

4.41 Substitute Arbitrators:

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

4.42 Interest on Awarded amount

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

4.43 Settlement Through Court

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

4.44 Exception

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

4.45 JURISDICTION OF COURTS

Jurisdiction of courts for dispute resolution shall be Kolkata only.

4.48 DFCCIL's Obligations

4.48.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

(a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;

(b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;

(d) Issue to officials, agents and representatives of the Government all such Instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(e) Assist the Consultants and the Personnel and any Sub-consultants employed by the consultants for the services from any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity according to the Applicable Law;

(f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and

(g) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SCC.

4.48.2 Access to Land

DFCCIL shall facilitate Consultant's, unimpeded access to all land in the Government's country in respect of which access is bonafide required for the performance of the Services. The Consultant will, however, be responsible for any damage to such land or any property thereon resulting from such access caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them and shall indemnify the Client against such liabilities.

4.48.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 4.48.1(b).

4.49 Payment

In consideration of Services successfully and satisfactorily performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in manner as is provided by Clause 6.2 of Section 6 of this Contract.

Section 5

Details of Work

5.1 Reporting Arrangements: The NGO will work at the Chief General Manager for the DFCCIL/Kolkata and under the supervision of General Manager/Dy. Project Managers established at site office. While CGM/ GM-Co/Ord will provide overall policy and training support to NGO while the actual execution will be done at the site in close coordination with the Administrator (Competent Authority) of R&R under the project. **List of villages where R&R to be disbursed is attached as Annexure-I.**

5.2 Roles and Responsibilities of the NGO will be as follows:-

1. Strengthening public consultation and raising people's awareness regarding the project; procedures for getting their rights and entitlements under the RAP.
2. Strengthen participation of PAPs in livelihood and income restoration through capacity building support for family and group based income activities;
3. Strengthen transparency in the LA and RR through social accountability measures such as community display boards, information dissemination, and regular consultation..
4. Assist in identification and verification of the PAPs for provisioning their entitlements;
5. Address gender issues in RAP implementation process including strengthening women's participation in livelihood activities.
6. Pay special attention to and enable the vulnerable families to equitably benefit from the RAP implementation process;
7. Assist in inter-agency coordination, especially with mainstream agencies for RAP implementation;
8. Monitor and report regarding safeguard compliance on associated social and environmental issues;

5.3 Scope of Work: As mentioned above, the facilitating NGO will play an important role in implementing the RAP and in mitigating the adverse effects of the project. The NGO will remain responsible for the development and implementation of comprehensive implementation strategies such as educate stakeholders to access opportunities available under the project and to facilitate the PAPs to take advantages of the options available in the projects. In this context, the scope of work designed for NGO is as follow

5.4 Specific Tasks: Coordination and Mainstream Linkage: The NGO will coordinate on behalf of the Project with the district administration and development agencies for successful implementation of the RAP. It will coordinate with government/ other mainstream institutions to strengthen socio-economic development of the displaced families and vulnerable groups in order to enhance their access to welfare and income schemes. Address HIV/AIDS related issues at the construction camps in collaboration with State AIDS Prevention Control Societies (SACS).

5.5 Relocation Support: The NGO will assist the project displaced families in their smooth relocation from the affected site, help the PAPs re-establish their shelter and businesses, and monitor and document the process. It will provide women headed

and vulnerable displaced families with need-based relocation support in addition to the standard LA and R&R benefits. It will assist in re-establishing the community property resources with public participation.

5.6 Information, Education and Communication: The NGO will assist in Information, Education & Communication IEC activities through public meetings and consultations with the project affected people (PAP) and vulnerable groups and their organizations like Community Based Organisation (CBO). A Register to be maintained for meetings along with minutes and signature of person attended in meeting and registered is subjected to checking of DFCCIL if necessary. It will manage “public information centres (PIC)” in its district level field offices, from where it will supply LA and R&R information to the Panchayat offices. The NGO will establish rapport with PAPs and inform them about their entitlements provisioned in the RAP. It will raise their awareness regarding LA and R&R, and procedures to receive their rights and benefits. The NGO will organize PAP beneficiaries groups (PBGs) and educate them about the program and dispel misinformation. The NGO will facilitate PAP interactions with the Competent Authority, and project functionaries including the CPM, APMs and elected local representatives. The NGO will organize monthly meetings with PAPs at pre-disclosed time and location involving Dy.PM/APM and PRI representatives at Tahsil level. Decisions taken in these meetings will be documented and submitted to CPM as part of Monthly Progress Reports. It will raise awareness on safety issues among workers at the camps as well as work sites and report regarding any hazard risks to the CPM and SEMU.

5.7 Disbursement of R&R Benefits: The NGO will assist in and monitor the disbursement R&R benefits; it will monitor the process and prepare status reports on LA and R&R indicating village (**Annexure-I**) wise:

(i) PAFs who have received/are yet to receive compensation as per RAA 2008 and RFCTLARR 2013

(ii) PAFs who have received/will receive R&R assistance as per Schedule-II of RFCTLARR and DFCCIL’s entitlement matrix (as applicable)

(iii) List of PAFs who have neither received compensation nor any R&R assistance.

The NGO will monitor that R&R benefits are disbursed in the joint names of husband and wife based on SIA list prepared and will undertake video recording of the disbursement process.

5.8 Hand Holding Support for Livelihood/Income Restoration: The NGO will assist the PAPs in opening bank accounts; counsel them regarding utilisation of the R&R assistance. The NGOs will educate the PAPs about investment options and enable them to restore their economic status against the loss of land and other productive assets. For this purpose, the NGO will advise the Project team to disburse R&R package in a manner that will economically benefit them most. In this connection NGO may involve local Self help Groups SHG or any other voluntary organization these group will impart training, help PAPs in skill up gradation and training for self-employment. The NGO will also assess the local capacities, resources and assist the affected people to plan livelihoods and access income opportunities available.

In order to achieve the above, the NGO can adopt innovative strategies for enabling PAPs to find gainful employment which may include (but not limited to)

1. Co-ordinate training and skill upgrading for PAPs for income restoration, including micro-credit and enterprise training for women self-help-groups, farmer groups, etc.
2. Contact financial institutions like NABARD, SIDBI, and the Lead Bank of the area in accessing the credit required by the individual as well as groups of PAPs and the women's groups from the PAFs. The NGO will maintain a detailed record of such facilitation, and plan for each PAF to repay the loan.
3. Establish linkages with the district administration for ensuring that the PAPs are Benefitted from the schemes (especially NAREGA and IAY) available and those they are entitled to. The focus for this component of the NGO's work will be the vulnerable PAPs for their income restoration. The NGO will maintain a detailed record of such facilitation.

5.9 Monitoring, Documentation, and Reporting: It will maintain meeting and consultation registers and will document the summary of discussions in all formal and informal consultations with PAPs. It will prepare and submit progress reports along with work programs and man power schedule on a monthly basis to the CGM and the SEMU to monitor the RAP implementation. It will monitor and report to the CGM office/SEMU regarding compliance with application labour laws, prohibition of child labour, gender equality and local employment. The NGOs will assist the package manager to ensure that the contractors are abiding by the various provisions of the applicable laws, concerning the worker's safety, health and hygiene; women's issues and the child labour issues, such as the following:

- i) The Maternity Benefit Act, 1951;
- ii) The Contract Labour (Regulation and Abolition) Act 1948;
- iii) The Minimum Wagers Act, 1948.
- iv) The Equal Remuneration Act, 1979.
- v) The industrial Employment (Standing Order) Act, 1946;.
- vi) The Child Labour (Prohibition and Regulation) Act, 1986;
- vii) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996;
- viii) The Cess Act of 1996 and
- ix) The Factories Act, 1948.

5.10 Explanatory Note to details of work:

PAP Identification and Verification: The NGO will "cross verify through consultation with community groups and PRIs" the list of eligible PAPs for provisioning R&R benefits. This will help DFCCIL to finalize/update the list of PAPs in the non-titleholder category (squatters/ kiosks/ Tenants). The NGO based on the final verification will assist the CPM office to prepare and issue ID cards to the PAPs eligible for R&R benefits. The NGO in consultation with the Competent Authority and the CPM office will display the list of verified PAPs at their field offices and send relevant lists to the Panchayat Offices. After publishing PAP list, the NGO will hold formal consultation with the PAPs and their local representatives, and village revenue officials. These consultations will focus on grievances of PAPs (including left out cases,

proposed entitlement of each PAPs etc). The facilitating NGO will record such grievances of the PAPs and put before the APM for amicable solutions. After receiving such grievances the NGO will inform the concern aggrieved PAPs about status of grievances. Proportion of such grievances resolved at the NGO level will be an indicator of good performance of NGO's implementation. If the grievance is not resolved at the APM level, the NGO will provide need-based support to the concerned PAP to file the grievance application at the District Resettlement and Rehabilitation Committee (DRRC).

Section 6

Special Conditions of Contract

6.1 Special Eligibility Criteria:

- 6.1.1 Along with eligibility criteria as mentioned in Clause 4.14 of General condition of Contract, bidder must have three R&R specialists with a minimum of 5 years of work Experience with excellent skills in writing and speaking English (to be submitted as per Form Tech-3 of Section -7) and must be conversant in Hindi CVs as per Form Tech-4 of Section-7, originally signed in blue ink on each page by the proposed professional staff and the authorized representative submitting the proposal should be attached specifically mentioning the R&R works undertaken by the proposed staff. These specialists will not be allowed to be relieved from the work unless suitable replacement is provided before relieving of the specialist. Any unauthorised absence/withdrawal of R&R will attract penalty of 0.25 % per week per specialist.
- 6.1.2 Tenderer(s) must have been a registered and reputed Company with at least 10 years in the resettlement and rehabilitation, development field with demonstrable skills in the areas of community mobilization, Information, Education & Communication IEC, livelihoods and income generation, governance and social accountability, women empowerment. Copy of both initial registration certificate and extension certificate (if any) should be attached. Bidder should also attach list of projects with name of project, details of organization, funding agency, start and end date as proof of having experience in some of the above fields.

6.2 Schedule of Payment:

Sr. No.	Period	Payment Milestone	% of Contract Value
1	After 1 st month	Deployment of Manpower approval of submission of CV details of R&R specialists deployed, formation of independent teams to take up parallel activities in six districts. Opening of field offices at suitable locations to effectively manage parallel work of all seven districts i.e. Dhanbad, Giridih, Hazaribag, Koderma, Gaya and Aurangabad. Submission of methodology of total activities and preparation of list of projects beneficiaries' group, regular consultation regarding LA & R&R, meeting with PAPs, HIV/AIDS awareness programme, interagency coordination, submission of inception report on identified activities of two districts Ref: Activities A	20%
2	After 2 nd month	Completion of assigned activities and implementation of social management plan for R&R benefits in two districts (as decided by DFCCIL). Preparation of list of projects beneficiaries' group, regular consultation regarding LA & R&R, meeting with PAPs, HIV/AIDS awareness programme, interagency coordination, submission of next two district inception report on identified activities. Submission of micro plan for disbursement of R&R	20%

		benefits and its approval by competent authority. Ref: Activities-A & B	
3	After 3 rd month	Completion of assigned activities and implementation of social management plan for R&R benefits in next two districts (total 04 districts) Preparation of list of project beneficiaries group, regular consultation regarding LA & R&R, meeting with PAPs, HIV/AIDS awareness programme, interagency coordination, submission of next two district inception report on identified activities i.e. (total 06 districts) Get approval of Micro Plan/Award of two districts (total 04) from competent authority after completion time of display in village in 10 days. Ref: Activities-A & B	15%
4	After 4 th month	Completion of assigned activities and implementation of social management plan for R&R benefits in next two districts (total 06 districts) Get approval of Micro Plan/Award of remaining two districts (total 06) from competent authority after completion time of display in village in 10 days and disbursement in 4 districts. Ref: Activities-A,B & C	20%
5	After 5 th month	Submission of final reports of all districts in all respect after completion of disbursement of R&R benefits in all 6 districts satisfactorily. Ref: Activities-A,B,C & D	25%
6	Balance payment will be retained till satisfactory completion of entire activities and till the approval from the competent authority.		10%
<p>NOTE: 1. Micro plans for Title-Holder and Nontitle-Holder in the same village should get approved at a same time. 2. In case of failure in achieving above mile stones, the competent Authority reserves the right to penalise the Agency at @rate of Rs 1000/ per day per mile stone</p>			
<p>Activities: The following activities should be followed against the above payment milestones performed in each District, otherwise a milestone will be considered as incomplete. No payment against that milestone shall be released and penalty as per Note 2 may be levied.</p> <p>A.</p> <ul style="list-style-type: none"> i. Preparation of inception report for each district separately i.e. Dhanbad, Giridih, Hazaribag, Koderma, Gaya and Aurangabad. ii. Approval of CV's of R&R Specialist and Team Member suitable for parallel work in six districts. iii. Deployment of manpower along with establishment of office accommodation etc. <p>B.</p> <ul style="list-style-type: none"> iv. Collection of all relevant records from revenue authorities as well as PAPs v. Verification of various records i.e. BPL list, Landless, Marginal and Small farmer, lists, 			

handicaps, SC & ST.

vi. Meeting (Gram-Sabha) with the villagers and pasting of initial micro plan (proper register to be recorded)

vii. Collection objection of the villagers And correction in micro plan as well as cross check revenue records and get corrected record if any mismatch from revenue authorities.

viii. Submitting the final micro plan along with all supporting documents i.e. revenue records, questionnaire, photographs, also submit the I-Cards.

C.

ix. Distribution of I-Card to the PAPs in the village.

x. Disbursement of Cheques in tehsil by in the presence of the revenue officers completion of payment through RTGS.

D.

xi. Submit the final report.

Section 7

TECHNICAL PROPOSAL – STANDARD FORMS

Tenderers are to submit along with their bids, the following:

(Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Technical Proposals; they should not appear on the technical Proposals to be submitted.)

TECH - 1 Technical Proposal Submission Form- in format at page no 35

TECH - 2 Descriptions of the Approach, Methodology and Work Plan for Performing the Assignment- in format at page no 36

TECH - 3 Team Composition and Task Assignments- in format at page no 37

TECH - 4 Curriculum Vitae for Proposed Professional Staff- in format at page no 38

FORM TECH -1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To [Name and address of client]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Notice Inviting Tender dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and the statement made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if this Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 3.1.15 of Information and Instructions to Tenderer(s) (Section-3).

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory:

Name of Firm:

Address:

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:

e-mail:

**FORM TECH-2 DESCRIPTION OF APPROCACH, METHODOLOGY AND WORK
PLAN FOR PERFORMING THE ASSIGNMENT**

[To be submitted by the bidders]

FORM TECH – 3. TEAM COMPOSITION AND TASK ASSIGNMENTS

[To be submitted by the bidders]

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH -4 CURRICULAM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

[To be submitted by the bidders]

- 1. PROPOSED POSITION** [Only one candidate shall be nominated for each position]
- 2. NAME OF FIRM** [Insert name of firm proposing the staff]
- 3. NAME OF STAFF** [Insert full name]
- 4. DATE OF BIRTH**
- 5. NATIONALITY :**
- 6. EDUCATION:** [Indicate College/university and other specialized education of Staff member, giving names of institutions, degree obtained and dates of obtainment]
- 7. MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS**
- 8. Other Training:** [Indicate significant training since degrees under 5 – Education were obtained]
- 9. Countries of Work Experience:** [List countries where staff as worked in the last ten years]
- 10. Languages:** [For each language indicate proficiency: good, fair, or poor in speaking, reading and writing]
- 11. EMPLOYMENT RECORD** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held.]
 From [Year] _____ To [Year] _____
 Employer: _____
 Position held: _____
- 12. Detailed Task Assigned: [List all tasks to be performed under this assignment]**
- 13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
 [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11]

Name of assignment or Project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions Held: _____

Activities performed: _____

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV Correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of Professional/staff member or authorized representative of the staff]
Day/Month/Year

Full name of authorized representative of Consultant:

Section-8 Schedule of Rate & Quantity

Tender No. KKK-EN-R&R-NGO-Ph-I
Name of Work: "Engagement of NGO for implementation of resettlement action plan for Gomoh-Sonnagar (Phase-I) section (Approx. 225 Km) under the Jurisdiction of GM/ Co-Ord/Kolkata of Eastern Dedicated Freight Corridor"

Sr. No	Description of work	Unit	Total Cost
	Engagement of NGO for implementation of resettlement action plan for Gomoh-Sonnagar (Phase-I) section (Approx. 225 Km) under the Jurisdiction of GM/ Co-Ord/Kolkata of Eastern Dedicated Freight Corridor	Lumpsum	74,97,903
	Total: Seventy Four Lakh Twenty Ninety Seven Thousand Nine Hundred Three Only		74,97,903

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

Note:

1. The above rates are inclusive of all taxes unless otherwise specified in the tender document.
2. The tenderer is required to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule. In case of discrepancy, rate quoted in words shall prevail.
3. Payment will be made as given vide Clause 6.2 of Section 6 of Tender Document.
4. Quantity increased/ decreased in KM will be paid on prorated basis on rate and quantity.

Declaration by the tenderer

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

Address:

1. Signature of tenderer/s

Annexure I

List Of Villages		
SL NO	DISTRICT	VILLAGE
1	Dhanbad	Bishunpur
2		Hariharpur
3	Giridih	Madhwadih
4		Bholidih
5		Ramnagar
6		Koriadih
7		Baltharia
8		Nagri
9		Khetko
10		Lohedih
11		Karmatungri
12		Balutunda
13		Rasunatura
14		Rangamati
15		Tuio
16		Pipradih
17		Chegro
18		Samda
19		Khurjio
20		Asanbani
21		Chaudharibandh
22		Koradih
23		Karma
24		Bandh Kharo
25		Chichaki
26		Pipradih
27		Garea
28		Barki Saria
29		Sariakhurd
30		Barwadih
31	Hazaribagh	Khargo (Parallel)
32		Chaube
33		Khari
34		Bariaun
35		Maskedih
36		Digwar
37		Naraina
38		Alagdiha
39		Barano
40		Ambatari
41		
42	Katia	
43	Ghorounja	
44	Ghurmunda	

45	Koderma	Gohal	
46		Jadudih	
47		Tilokri	
48		Beharadih	
49		Partappur	
50		Sarmatanr	
51		Satdiha	
52		Kachaknal	
53		Dumri	
54		Paharpur	
55		Mahesmarai	
56		Gamharbad	
57		Rabhnadih	
58		Hirodih	
59		Kandrapdih	
60		Larabad	
61		Moriyawan	
62		Belatanr	
63		Telaiya	
64		Bisunpur (Detour)	
65		Gumo	
66		Gaya	Mocharakh
67			Dibo Basehra
68			Mocharakh
69			Rengaini
70			Bagai
71			Taro
72			Manhanna
73			Manhona (Parallel)
74			Jaipur
75			Sahpokhar
76			Dumri Chatti
77			Gopal Keda
78	Paharpur-Sh. I		
79	Jamhaita		
80	Bara Jaipur		
81		Rato Khurd	
82		Maanpur	
83		Tapsa	
84		Khaira	
85		Khandahara	
86		Tel Bigha	
87		Bilandpur	
88		Sila	
89		Danhaita	
90		Barsiwan	
91		Naua Khap	
92		Dhibar-Sh. I	

KKK-EN-R&R-NGO-Ph-I

93		Sonar Khap
94		Manakdiha
95		Tankuppa-Sh. II & I
96		Ichoi-Sh. II & I
97		Darjia Chak
98		Barsauna-Sh. II & I
99		Amari
100		Bandhuwa-Sh. II & I
101		Ganjas
102		Masautha Kalan
103		Baijal Tetariya
104		Rasalpur
105	Gaya	Lakhanpur (Detour)
106		Gere
107		Manpur
108		Kandi Nawada
109		Neazipur
110		Kujapi
111		Katari
112		Bangali Bigha
113		Durbe
114		Sherpur (Parallel)
115		Kusarhi
116		Kastha
117		Haspura
118		Kosdihara
119		Kurmain
120		Nariari
121		Sarabdipur
122		Sakhawa
123		Dakhner
124		Sungaris
125		Malahi chak
126		Jamalpur
127		Paraiya khurd
128		English
129		Guraru
130		Rukunpur
131		Bahabalpur
132		Rauna
133	Gaya	Majhiawan
134		Rasalpur
135		Daulatpur Barianwan
136		Dumra Ismailpur
137		Dabur
138		Amwan
139		Simwan
140		Banauli

141	Aurangabad	Gordiha	
142		Aurawan	
143		Baddopur	
144		Mai	
145		Chand Bigha	
146		Charkanwan Qasba Haji	
147		Ratankhap	
148		Charkanwan	
149		Abdulpur	
150		Phesra	
151		Kerap	
152		Karsara	
153		Maluk Bigha	
154		Kotwara	
155		Berhna	
156		Pardria	
157		Banchar Bagra	
158		Kajpa	
159		Amarpura	
160		Barimal	
161		Dosmha	
162		Simri	
163		Kusa	
164		Baghoi Khurd	
165		Bakhari	
166		Gamhari	
167		Aurangabad	Alampur
168			Sohraiya
169			Phesar
170			Deuria
171			Hemza
172			Ratwar
173	Kurmha		
174	Shankarpur		
175	Sarsauli		
176	Jamhor		
177	Dudhaila		
178	Pauthu		

Performa for Affidavit.{on the letter head of the bidder}

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

Signature of Proprietor/Director/Partner

With official stamp.

BIDDER 'S GENERAL INFORMATION

Annexure – III

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

(Seal & Signature of Bidder)

CONSTITUTION OF THE FIRM/ COMPANY

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

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

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

From:

.....

Name and address of bank

.....

To:

The Managing Director

Dedicated Freight Corridor Corporation of India Ltd.

5th Floor Pragati Maidan Metro Station Building Complex

New Delhi- 110001

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

AND

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

AND

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

After the Contractor has signed the aforementioned Contract Agreement with the DFCC, the Bank undertakes to immediately pay to Dedicated Freight Corridor Corporation of India Ltd., any amount up to and inclusive of aforementioned full amount upon written order from DFCC without any demur, reservation or recourse; The Bank shall pay the amount so demanded without any reference to the Contractor and without the DFCC being required to show grounds or give reasons for its demand or the amount demanded.

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

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

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

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

Date.....
Place.....

Signature of Authorized person of bank
.....
(Name in Block letters)
(Designation)
(Address.....)

Witness:

1. Signature
Name & Address & Seal

Bank's Seal
Authorization

2. Signature
Name & Address & Seal

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

Name of the work: "Engagement of NON GOVERNMENTAL ORGANIZATION for implementation of resettlement action plan for Gomoh-Sonnagar (Phase-I) section (Approx. 225 Km) under the Jurisdiction of GM/ Co-Ord/Kolkata of Eastern Dedicated Freight Corridor.

This Agreement is made on the ---- day of ----- 2021 between DFCC hereinafter called "the Employer" of the one part and M/s-----hereinafter called "the contractor" of the other part.

Whereas the Employer is desirous that as Detailed in Section 5.3 - Scope of work "herein after called the "them Works" and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

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

In consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works by ----- and remedy any defects therein in conformity in all respects with the provisions of the contract. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract price of Rs. ----- being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

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

No Claim Certificate

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

Thanking you,
Yours Faithfully

- Witness:
1. Name
Full address
with date
 2. Name
Full address
With date

(Signature)
Name of the Contractor
with date

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

Real Time Gross Saving (RTGS)/ National Electronic Fund Transfer (NEFT)
(Model Mandate Form)
 (Investor/customer's option to receive payments through RTGS/NEFT)

1. Investor/customer's name

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

3. Date of effect

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

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

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

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

Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria

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

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

partnership firm, with the tender. - **a)** A copy of registered/notarized partnership deed duly authenticated by Notary. **b)** Power of Attorney duly stamped and authenticated by a Notary Public or by a Magistrate from all partners of the firm in favour of one or more of the partners(s) or any other person(s) as detailed in para (8) above. **c)** An undertaking by all the partners of the partnership firm shall be given that they have not been black listed or debarred by DFCCIL or any other Ministry/Department of the Govt. of India/any State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or in any Firm in which they were/are partners. Concealment/wrong information in regard to above shall make the contract liable for determination under General Conditions of Contract.

14. Evaluation of eligibility of a partnership firm Technical and Financial eligibility of the firm shall be adjusted based on satisfactory fulfilment of the following conditions: -

i) Technical eligibility criteria: - The tenderer should satisfy either of the following criteria: -

a) The partnership firm shall satisfy the full requirement of technical eligibility criteria in its own name and style;

OR

b) In case the partnership firm does not fulfill the technical eligibility criteria in its own name and style, but one of its partners has executed a work in the past either as a sole proprietor of a firm or as a partner in a different partnership firm, then such partner of the firm shall satisfy the technical eligibility criteria on the basis of his/her proportionate share in that proprietorship/partnership firm reduced further by his/her percentage share in the tendering firm.

ii) Financial eligibility criteria: - The tenderer shall satisfy either of the following criteria: -

a) The partnership firm shall satisfy the full requirements of the financial eligibility criteria in its own name and style.

OR

b) In case the partnership firm does not full fill the financial eligibility criteria in its own name and style, but one or more of its partners have executed a work/contract in the past either as sole proprietor or as partner in different firms, then the arithmetic sum of the contractual payments received by all the partners of the tendering firm, derived on the basis of their respective proportionate share in the such firms reduced further by their respective percentage share in the tendering firm, tendering firm shall satisfy the full requirements of the financial eligibility criteria .

STATEMENT OF WORKS COMPLETED BY THE CONTRACTOR DURING LAST SEVEN FINANCIAL YEARS

Sr. No .	Name and Place of Work	Authority/ Agency/Company for which work was carried out	Date of award & agreement no	Date of Completion (original/actual)	Agreement cost/Completion Cost	Scope work in brief	Page No. at which relevant certificate/document
1	2	3	4	5	6	7	8

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

S. No.	Financial Year	Total Turnover
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22 (up to date)	
	Total	

- For FY 2018-19, 2019-20 & 2020-2021 copies of the audited balance sheets may please be attached.
- For 2021-22 unaudited results of turnover of company up to date may be submitted under the certification of CA.

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY
TENDERER ALONGWITH THE TENDER DOCUMENTS**

I..... (Name and designation)** appointed as the attorney/ authorized signatory of the tenderer (including its constituents),

M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No..... of(Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer)** and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

SEAL AND SIGNATURE OF THE TENDERER

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

Check List for Document to be Submitted

S.No.	Document to be Attached	Ticked Yes/No.
1.	Bid Securing Declaration Form as per Annexure –XIV	Yes/No
2.	Tender document cost of requisite amount as mentioned in NIT (For MSEs registered with the listed agencies, no tender document cost is required to be paid)	Yes/No
3.	The Covering Letter as per format given in Section-2	Yes/No
4.	Performa for Affidavit for not having been blacklisted in the form prescribed in Annexure –II	Yes/No
5.	(i) Details of completed works in last 7 years in the form prescribed in Annexure-X along with relevant documents and certificates from the client. (ii) Annual turnover of the company/firm for the last three financial years and current financial year with supporting documents Annexure XI (iii) Supporting document for para6.1 of Special condition of contract in form of Tech-3 and Tech-4	Yes/No
6.	Format for certificate to be submitted by tenderer in the form prescribed in Annexure –XII	Yes/No
7.	Power of Attorney of the person signing the tender documents in original if specific to this work or photocopy of the General Power of Attorney of the Company in favour of the person signing the tender, duly attested by Notary Public.	Yes/No
8.	For partnership firm, to support Clause of 14 of Annexure-IX	
9.	Complete Tender document along with Schedule of Items, Rates & Quantities duly stamped and signed by the Tenderer.	Yes/No
10.	Certified Copy of Registration of Company, Partnership deed/Memorandum and Articles of Association of the firm.	Yes/No
11.	Bidders General Information in the form prescribed in Annexure – III	Yes/No
12.	Constitution of the firm in the form prescribed in Annexure –IV	Yes/No
13.	Certified Copy of GST/Works Contact Tax Registration Certificate (as applicable)	Yes/No

Important Note:

Document No.1 to 13, should be scanned and uploaded along with offer as attached at website www.ireps.gov.in

Annexure -XIV

Bid Securing Declaration Form

Date: _____

To,

General Manager/Co-ordination/KKK,

DFCCIL Dedicated Freight Corridor Corporation of India Limited

3rd Floor, DCOS Building E-W Metro,
Central Park Depot, Sector-I, Bidhannagar, Salt lake,
Kolkata-700064, West Bengal

I/We (...Name of Tenderer...), the undersigned declare that:

I/We understand that, I/We have been exempted from submission of Bid Security/Earnest Money in lieu of this Bid Securing Declaration.

I/We understand and accept that if I/We withdraw my/our bid within Bid Validity Period or if awarded the tender and on being called upon to submit the Performance Guarantee/ Performance Security fail to submit the same within the stipulated time period mentioned in the tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e. the Tenderer shall be banned from submission of tender/bid in any Works/Service Tenders issued by DFCCIL / Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

I/We further understand and accept that I/We may be banned from bidding for any Works/Service Tender with DFCCIL / Indian Railways for a period of 12 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/ We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Tender.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (Insert legal capacity of person signing the Bid Securing Declaration)

Name (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Annexure -XV

**PROFORMA OF 7 DAYS NOTICE
DFCCIL**

(Without Prejudice)

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work.
2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 4.25 of General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 4.25 of the General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

Annexure -XVI

**PROFORMA OF 48 HRS. NOTICE
DFCCIL
(Without Prejudice)**

To

M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

1. Seven days' notice under Clause 4.25 of General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.
2. You are hereby given 48 hours' notice in terms of Clause 4.25 of General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

Annexure -XVII

**PROFORMA OF TERMINATION NOTICE
DFCCIL
(Without Prejudice)**

No. _____ Dated _____

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 4.25 of General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

END OF DOCUMENT