

Tender No. MUM/EN/LA/Structure Dismantling/345



डेडीकेटेड फ्रेट कोरीडोर

Dedicated Freight Corridor Corporation of India Limited

(A Govt. of India PSU under Ministry of Railways)

(7th Floor, New Administrative Building, D. N. Road, Mumbai - 400001)

(Tel: 022-22634185, Fax: 022-22634184, email: npatil@dfcc.co.in)

TENDER DOCUMENT

Tender No.: MUM/EN/LA/Structure Dismantling/345

Name of Work: Dismantling of structures between Vaitarana to Bhilad section in various villages of Thane, Palghar & Valsad districts coming in the alignment & Right of way (ROW) of Dedicated Freight Corridor (Railway) Project in the state of Maharashtra and Gujarat on Western Dedicated Freight Corridor under CPM/Mumbai Unit.

Cost of Tender Booklet : Rs 3,000/- (Rupees Three Thousand Only)

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FOR CPM/DFCCIL/MUM

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SECTION - 1

NOTICE INVITING TENDER

Chief Project Manager Mumbai, Dedicated Freight Corridor Corporation of India Ltd., 7th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST – 400 001, for and on behalf of DFCCIL invites sealed tenders for the following work:

Tender No.	MUM/EN/LA/Structure Dismantling/345
Name of Work	Dismantling of structures between Vaitarana to Bhilad section in various villages of Thane, Palghar & Valsad districts coming in the alignment & Right of way (ROW) of Dedicated Freight Corridor (Railway) Project in the state of Maharashtra and Gujarat on Western Dedicated Freight Corridor under CPM/Mumbai Unit.
Estimated Cost of Work	Rs. 45,81,326.00/- (Rupees Forty Five Lacs Eighty One Thousand Three Hundred Twenty Six only)
Completion Period	12 Months
Type of BID	Single Packet Open Tender
Earnest Money Deposit	Rs. 91627/- (Rupees Ninety One Thousand Six Hundred Twenty Seven Only)
Date and time of submission of tender document	Upto 15.00 hrs on 16.03.2015
Date and time of opening of tender	At 15.30 hrs. on 16.03.2015
Authority and place for submission of completed tender document	Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 7 th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST – 400 001
Address for Communication	Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 7 th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST – 400 001

1 Eligibility Criteria: The tenderer should fulfill following eligibility criteria with Government / Semi Government/ Corporate organizations:

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1. Tenderer should have completed successfully at least one similar nature of work for a minimum value of 35% of advertised tender value during last three financial years and up to the date of opening of tender in the current year (i.e. current year and three previous years)."
2. The tenderer should have received total contract amount of a minimum value of 150% of advertised tender value for works during last three financial years and up to date of opening of tender in current financial year as per attested copies of authentic documents / certificates issued by the Organization / client or audited balance sheet certified by Chartered Accountant.

Note: Similar work means Any Civil Engineering Work.

The Tenderer should submit documents in support of minimum eligibility criteria along with the tender. Tenders without any document in support of minimum eligibility criteria will not be accepted / entertained after opening of tender.

- 2 Tender form can be purchased from the Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 7th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST – 400 001, on any working day before 16/03/2015 between 11:00 hours to 17:00 hours and on 16/03/2015 up to 12.00 Hours on payment of Rs3000/- (Rs Three Thousand) (nonrefundable) in the form of Demand Draft/Bankers Cheque issued by any nationalized bank or any scheduled bank of India, in favour of DFCCIL payable at Mumbai.
3. The tender document can be downloaded from the website:
 1. www.dfccil.org.
 2. www.eprocure.gov.in

If downloaded tender document is used then cost of the tender document has to be submitted with tender document in the form of Demand Draft/Bankers Cheque issued only by any nationalized bank or any scheduled bank, in favour of Chief Project Manager, DFCCIL, Mumbai, payable at Mumbai. Tender submitted without cost of tender document/earnest money shall summarily be rejected.

4. In case tender opening date happens to be holiday, tender will be received/opened on the next working day at scheduled time in presence of the Tenderer or his/her representative who choose to remain present. DFCCIL will not be responsible for any delay in receiving the Tender document by Post. Tenders received after the opening date and time shall not be considered for evaluation and shall be dealt with as per extant policy.
5. **Address for Communication :** Interested Tenderers may obtain further information from the Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 7th Floor, Central Railway New Administrative



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Building, D. N. Road, Mumbai CST – 400 001

6. Tenderers are requested to give unconditional offers only. A conditional offer having financial implication shall be summarily rejected.
7. Completion period : Total time of completion of the work shall be 12 months from the date of issue of Letter Of Acceptance by DFCCIL . Time is the essence of the Contract .

8 General :

- 8.1 Tender document is not transferable. Tenders received from the tenderers in whose name tender document has been issued from DFCCIL shall only be considered. Tender Document can also be downloaded from the website. Tenders downloaded from the website shall be accompanied with a Demand Draft Of Rs 3000/- as a Tender fee , from any Nationalized Bank drawn in favour of DFCCIL payable at Mumbai. Tenders not accompanied with such DD shall be summarily rejected.
- 8.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by Post.
- 8.3 The offer should be valid for 90 days from the date of opening of the tender, it may be extended further if required, by mutual agreement from time to time . The tenderers can not withdraw their offers within the period of validity/extended validity or shall be liable for forfeiture of Bid Security (Earnest Money).
- 8.4. The tenderer shall submit the following certificate.
“ I/We declare that we have submitted all the relevant documents required for the work like Turnover details , credentials, ITCC, Certificates for various related works etc. and have nothing more to submit.

Navin N Patil

(Navin N Patil)
Dy Chief Project Manager (Engg.)
DFCCIL/Mumbai



INVITATION FOR TENDER

To

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Dear Sir,

1. Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 7th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST – 400 001, for and on behalf of DFCCIL invites sealed open tenders from tenderers for undertaking the following work:

Tender No.	Name of work
MUM/EN/LA/Structure Dismantling/345	Dismantling of structures between Vaitarana to Bhilad section in various villages of Thane, Palghar & Valsad districts coming in the alignment & Right of way (ROW) of Dedicated Freight Corridor (Railway) Project in the state of Maharashtra and Gujarat on Western Freight Corridor under CPM/Mumbai Unit.

2. DETAILS OF TENDER DOCUMENTS-

- 2.1 **Tender Documents:** The interested Tenderers may collect the tender documents from the office of Chief Project Manager, DFCCIL, Mumbai on any working day before 16/03/2015 between 11:00 hours to 17:00 hours and on 16/03/2015 up to 12.00 Hours on payment of **Rs. 3,000/-** in the form of Demand Draft/Bankers Cheque issued by any nationalized bank or any scheduled bank, in favour of DFCCIL payable at Mumbai. Tender Documents can be downloaded from websites (www.dfccil.org, www.eprocure.gov.in & www.dfcc.in). If downloaded tender document is used then cost of the tender document has to be submitted with tender document in the form of Demand Draft/Bankers Cheque issued by any nationalized bank or any scheduled bank, in favour of DFCCIL payable at Mumbai. Tender submitted without cost of tender document/earnest money shall summarily be rejected.



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- 2.2 **Tenders must be accompanied by Bid Security (Earnest Money Deposit) of Rs.91627/- (Rs Ninety One Thousand Six Hundred Twenty Seven only)** in the form of Fixed Deposit Receipts/ Term Deposit Receipts/Pay orders/Demand drafts/ Bankers Cheque of scheduled banks approved by RBI drawn in favor of DFCCIL payable at Mumbai which shall be valid for a period of 120 days from the date of submission of offer. Tenders received without earnest money shall be summarily rejected.
- 2.3 **Date of Receipt and opening of Tenders:** The completed Tenders addressed to CPM/DFCCIL/Mumbai and super scribed the name of work must be dropped in the tender box in the office of CPM/DFCCIL/Mumbai **up to & not later than 15:00 hrs on 16/03/2015 and the same shall be opened at 15:30 hrs** on the same day in presence of Tenderers OR His /her representatives who choose to remain present. DFCCIL will not be responsible for any delays in receiving the Tender documents by post. Tender received after the opening shall not be considered for evaluation and will be dealt with as per extent policy.
- 2.4 **Address for Communication:** Interested Tenderers may obtain further information from the office of "Chief Project Manager, DFCCIL, 7th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST – 400 001.
- 2.5 Tenderers are requested to give unconditional offers only. A conditional offer, having financial implication, will be summarily rejected.
3. **Completion Period:** Total time for completion of work shall be **12 months** from the date of issue of Letter of Acceptance by DFCCIL. Time is the essence of the Contract.
4. **GENERAL**
- 4.1 Tender document is non-transferable. Tenders received from tenderers in whose name Tender Document has been issued from DFCCIL shall only be considered. Tender Documents can be downloaded from the websites also.
- 4.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post.
- 4.3 The Offer should be **valid for 90 days** from the date of opening of the tender; it can be extended further if required by mutual agreement from time to time. The Tenderers cannot withdraw their offer within the period of validity/extended validity lest shall be liable for forfeiture of Bid Security (Earnest money).



4.4 The tenderer shall submit following certificate:

"I/We declare that we have submitted all the relevant documents required for the work like turnover details, credentials, ITCC, certificate for various related work etc. and has nothing more to submit."

(Navin N. Patil)

Dy. Chief Project Manager (Engg.)
DFCCIL/Mumbai



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SECTION -2

(I) Format for covering letter of Tender. (On letter head of firm/company)

Chief Project Manager,

Dedicated Freight Corridor Corporation of India Ltd.,
7th Floor, Central Railway New Administrative Building,
D. N. Road, Mumbai CST – 400 001

Sub: Dismantling of structures between Vaitarana to Bhilad section in various villages of Thane, Palghar & Valsad districts coming in the alignment & Right of way (ROW) of Dedicated Freight Corridor (Railway) Project in the state of Maharashtra and Gujarat on Western Freight Corridor under CPM/Mumbai Unit.

Ref: Tender Notice No. MUM/EN/LA/Structure Dismantling/345

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to adhere by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Bid Security (Earnest Money Deposit)". I/We offer to do the work as set out in the Tender Document. I/We also agree to tender by the General

Conditions of the Contract and to carry out the work according to the specification and Special Conditions of contract as laid down by the DFCC Administration for the execution of present contract.

A sum of **Rs. 91,627/-** is being submitted as **Bid Security(Earnest Money Deposit)** in the form of Fixed Deposit Receipts/ Term Deposit Receipts/Pay orders/Demand drafts/ Bankers Cheque of scheduled banks of India approved by RBI No..... dated.....issued by.....(Name & Branch of Bank). The value of the Bid Security (Earnest Money) shall stand forfeited without prejudice to any other rights or remedies if:

- (i) I/We do not execute the contract agreement within 7 (seven) days of receipt of notice by the DFCCIL administration that such documents are ready.
 - (ii) I/We do not submit a Performance Security in the form of Bank Guarantee equal to 5% (Five Per cent) of contract value as per the Proforma prescribed by DFCC, within 30 days of issue of Letter of Acceptance.
 - (iii) I/We do not commence the work within 7 days after receipt of Letter to proceed.
2. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness Name & Address of Witness	Signature of Tenderer/Contractor Contractor's Address
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(II) Check List for Documents to be submitted.

Name of Tenderer:

Sr. No.	Documents to be Attached	Tick appropriate option
1.	Bid Security (Earnest Money Deposit) of requisite amount in the prescribed form	Yes/No
2.	Tender document cost of requisite amount in the Prescribed form, in the case of Tender Document down loaded from web site.	Yes/No
3.	The Covering Letter as per format given in the Section-II(I)	Yes/No
4.	(i) Details of completed works in last 3 years and current year in the form prescribed in Annexure - I. (ii) The relevant documents and certificates from the client.	Yes/No
5.	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
6.	Complete Tender document including corrigendum duly stamped and signed by the Tenderer on each page.	Yes/No
7.	Schedule of Items, Rates & Quantities (Sec- VII) duly filled in, stamped and signed on each page by the Tenderer.	Yes/No
8.	Annual turnover of the company/firm for the last three financial years and current financial year with supporting documents Annexure II	Yes/No
9.	Certified Copy of Sales Tax/Works Contact Tax Registration Certificate (as applicable)	Yes/No
10.	Certified Copy of Registration of Company, Partnership deed /Memorandum and Articles of Association of the firm.	Yes/No
11.	Constitution of the firm in the form prescribed in Annexure -III	Yes/No

Signature of
Tenderer/Contractor

Section-3**SPECIAL CONDITIONS OF CONTRACT****A. GENERAL**

1. The Tenderer shall visit the site and shall satisfy himself as to conditions under which the work is to be performed. He shall also check, ascertain the locations of any existing structures or equipment or any other situation which may affect the work. No extra claim as a consequence of ignorance or on ground of insufficient description will be allowed at a later date.
2. The price of items includes all accessories, consumables etc. as required to make the item complete in all respects, compatible with other related/associated items and fully functional.
3. Contractor shall be fully responsible for any error, difficulty in execution/damage incurred owing to discrepancy in drawings which has been overlooked by him. However, the several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scaled dimensions.

In the case of discrepancy between schedules of quantities, the specifications and/or the drawings, the following order of preference shall be observed:

- i. Description in the Schedule of Items, Rates and Quantities (BOQ)
- ii. Drawings.
- iii. Technical Specifications.

If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority or the Employer shall be the deciding authority with regard to the intention of the document. Any error in decision, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised therein according to drawing and specification or from any of his obligations under the contract.

4. **LAND FOR CONTRACTORS ESTABLISHMENT:** For the purpose of construction of Contractor's store yard, godown, site office etc, the contractors may utilize with the permission of the Employer/Architect, portion and/or space belonging to the Employer, if available, at such location as would not interfere with the execution of the work. The contractor shall for this purpose submit to the Employer for his approval a plan or plans of the proposed layouts for the site facilities. The Employer/Architect reserve the right to modify the contractor's proposal as he may deem fit.



5. CONTRACTOR'S GENERAL RESPONSIBILITIES:

- 5.1 The Contractor shall execute and maintain the works with due care and diligence and shall provide all materials, labour including supervision thereof, constructional payment, temporary works, transport and all other things, whether of temporary or permanent nature, required for the proper execution and maintenance of the works.
- 5.2 The Contractor shall execute the whole and every part of the work, in the most substantial and workmanlike manner, both as regards materials and labour and in every respect in strict accordance with the contract documents. The Contractor shall conform exactly, fully and faithfully to the designs, drawings, and instructions relating to the works.
- 5.3 Before commencing any item of work, the Contractor shall correlate all relevant drawings and information and satisfy himself that the information available thereof is complete, unambiguous and without any discrepancies. The Contractor shall be responsible for any errors in the execution of the works and/or his sub contractor and/of the specialist agency to which has been assigned is not brought to the notice of the DFCCIL.
- 5.4 The dimensions and other information shown on the drawings are believed to be correct. The contractor shall however, verify them for himself and no claim of allowance whatsoever shall be entertained on account of any errors or omissions in the dimensions etc. from those shown in the drawings.
- 5.5 The Contractor shall pay, in full, all the third party suppliers and sub-contractors the amounts due in respect of the purchases of goods and services made of the works and shall on demand from the DFCCIL provide evidence of such payments. It is clarified the DFCCIL is not responsible to the third party suppliers and/or sub contractor for the payment of any dues.
- 5.6 **TECHNICAL EXAMINATIONS:** The proposed work covered under this tender during its progress is subject to inspection by the Chief Technical Examiner/Technical examiner, Central Vigilance Commission, Govt. of India or by an officer of the Vigilance cell of the Employer. The contractor will be required to extend all assistance and facilities for each inspection.
- 5.7 **GUARANTEE:** Wherever a provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/guarantees for any item/items for a period of more than 12 months, the guarantee/guarantees in case of these items shall remain valid even after expiry of the defect liability period of 6 months as stipulated.



- 5.8 **WATER:** The rates quoted by the contractor shall include all expenditure for providing all the water for the full contract period required for the work, including that for the work people and all staff on the site. He shall make his own arrangement for the supply of good quality water. He shall obtain municipal connection. All charges for the connection & consumption shall be borne by him. If municipal water is not available or inadequate, he shall make other arrangements like sinking tube wells, or making bore wells or transport from outside by tanker or any other suitable means entirely at his own and no separate payment for the same shall be made.
- 5.9 **POWER:** The contractor shall at his own cost arrange for necessary power connection and lighting for the entire period of contract. If, however, separable power is available in the premises, the contractor shall make his own arrangements to obtain necessary connections, maintain efficient services of electric lights and power and shall pay for all the requisite charges for the same. The employer, as well as the consultant shall give the recommendations necessary to obtain power and water connections from the concerned authorities, but the responsibilities for obtaining the same shall rest with the contractor. If any other contractor, appointed by the employer, is required to use water and power, he shall be allowed to use the same and make temporary connections from the supply arranged by the main contractor at rates, terms and conditions that may be decided by the Employer/Consultant.
- 5.10 **FIRST-AID FACILITIES:** The contractor shall at his own expense arrange to en-sure availability of medical attendance promptly when necessary. He shall provide properly equipped first-aid station, in charge of qualified person at suitable location within easy reach of the workmen and staff. The contractor shall also provide for transport of serious cases to the nearest hospital. The contractor shall be responsible for any liability which may be excluded from the insurance policies referred in above mentioned clause and also for all other damages to any person, animal or property arising out of or incidental to the negligence or defective carrying out of this contract. He shall also indemnify the Employer in respect of any cost, charges or expenses arising out of any claims or proceedings and also in respect of any award of compensation and damages arising there from. The Employer shall with the concurrence of the consultant be entitled to deduct the amount of any damages, compensation, cost, charges and expenses arising from or occurring from or in respect of any such claim or damages from any or all sums due to or become to the contractor without prejudice to the employer's rights in respect thereof.
- 5.11 **FIRE EXTINGUISHERS:** The contractor shall at his own expenses provide at suit-able, prominent and easily accessible places, requisite number of fire extinguishers buckets – some filled with sand and some with water.



6. CONTRACTOR'S SUPERVISION:

- 6.1 The contractor shall provide all necessary supervision during the execution of the works and the guarantee period for the proper fulfillment of the Contractor's obligations under the contract document.
- 6.2 The Contractor shall employ for the execution of the works- such technical persons as are qualified and experienced and such representatives, Foremen and supervisory staff as are competent to supervise the works and in the course of any operations carried out by him for the purpose of completing any outstanding work or rectification of defects during the Guarantee Period.
- 6.3 The supervisors deployed can be demobilized on instructions of DFCCIL, if not found fit for the job.
- 6.4 Any material rejected by DFCCIL shall be removed from premises within 24 hours by the contractor at his own cost.

7. CO-OPERATION AND INTERFACE WITH OTHER CONTRACTORS:

- 7.1 The Contractor shall co-operate and interface with other Contractors and consulting agencies and freely exchange with them such technical information as necessary for the proper execution of the work.
- 7.2 The Contractor shall afford all reasonable opportunities to other Contractors, their workmen and to the workmen of DFCCIL for carrying out their works.
- 7.3 All operations necessary for the execution of works shall be carried out so as not to interfere unnecessarily with the execution of works by other Contractors. Execution of works under this contract shall be coordinated with the works of other contractors where it would interfere with their works or working. The DFCCIL and the concerned Contractor shall be informed well in time for effective coordination and proper execution of works

8. CO-ORDINATION OF WORK:

- 8.1 At the commencement of work, and from time to time, the Contractor shall inter-face with other Contractors, sub-contractors, persons engaged on separate contracts in connection with the works, and with the DFCCIL for the purpose of coordination and execution of the various phases of works. The Contractor shall ascertain from the other Contractors, sub-contractors and persons engaged in separate contracts in connection with the works the extent of all chasing, cutting and forming of all opening, holes, groves etc., as may be required to accommodate the various services.
- 8.2 The Contractor shall ascertain the routes of all services and the position of all floors and wall outlets, traps etc. in connection with the installation of plant, services and arrange for the construction of work accordingly. The breaking and cutting of the work must be done as per the instructions of

representative of the competent authority. Generally, all breaking shall be by the Contractor for civil works and no work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work.

- 8.3 The contractor shall protect and preserve the works from all damages or accidents.
- 8.4 The contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion, the contractor shall ensure that the premises and/or site are cleaned, surplus materials, debris, sheds etc. removed, all fixtures cleared and polished wherever necessary, all appliances commissioned so that the whole installation is left fit for immediate occupation or use and to the satisfaction of the Employer.

9. PROGRAMME/PROGRESS EVALUATION AND REVIEW:

- 9.1 Time schedule in the form of bar charts shall be submitted by the contractor. The time schedule shall include details of mobilization of resources, materials, equipment and labour. After the award of contract, the DFCCIL shall require the Contractor to expand the information given in the programme, until it is suitable for the effective review of progress during the execution of the works. The Contractor has to submit a time schedule that has to be duly approved by the DFCCIL and is available prior to the commencement of the works.
- 9.2 The Contractor shall review and update this programme time to time and furnish for the information to the DFCCIL, in writing, details of the Contractor's arrangement for executing the works, materials procured, erected, balance at site and expected deliveries the next week, skilled/unskilled labour, foremen, supervisors working at site and steps proposed for speeding up progress of work. A progress report, in writing, comparing the actual work to the completion schedule should be provided to the DFCCIL or as directed by Engineer in charge.
- 9.3 If, at any time it appears to DFCCIL, that the progress of the work does not conform to the approved programme, the Contractor shall furnish a revised programme and take such steps at his cost, as are necessary to expedite progress and ensure completion of works within the completion period or extended date of completion.
- 9.4 Approval by DFCCIL of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract documents.
- 9.5 The Contractor shall be called upon to attend co-ordination meetings with DFCCIL, and shall fully cooperate with persons and agencies involved in these discussions. The Contractor shall take notes of the discussions during the meeting and shall strictly adhere to the decisions of DFCCIL in performing the works.



9.6 The Employer shall have the right to take possession of or use any completed or partially completed part of work. Such possession or use will not be an acceptance of any work not completed in accordance with the contract agreement.

10. INSPECTION OF WORKS:

10.1 The DFCCIL or any person authorized by them shall at all times access to the works and the contractor shall assure and make available every facility and assistance in obtaining the right to access at his own cost.

10.2 All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the DFCCIL when such each stage is ready.

11. ADHERENCE TO TIME SCHEDULE: Timely completion of work is the essence of the contract.

12. WITHHOLDING OF PAYMENTS: DFCCIL may withhold or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect DFCCIL from loss on account of:

- a. Defective work not remedied.
- b. Failure of the contractor to make payments properly to subcontractors for materials or equipment or labour.
- c. Damage to works of another Contractor or Sub-Contractor.
- d. A reasonable doubt that the contractor is unlikely to complete the contract for the balance amount unpaid.
- e. A reasonable doubt that the contractor intends to leave the work incomplete.
- f. Delay the work at site.

13. In no event shall the contractor be entitled to collect any additional fees or further payments for general condition, administrative or overhead costs or expenses or profit in connection with any change in the works. No change in the works, whether by way of alteration or addition to the works shall be carried out unless the authorization is received. No course of conduct or dealings between the parties, nor expenses or implied acceptance of alterations or additions to the work and no claim that DFCCIL has been unjustly enriched by any alteration or addition to the work whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the contract sum or extend the completion date.

14. The work as detailed in this Tender shall be executed and completed in all respects in accordance with the Tender document, Instructions to Tenderers, Bill of Quantities, General & Special Condition of The Contract, technical specifications, Schedules and Drawings to the satisfaction of



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DFCCIL.

15. DFCCIL does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

16. Difference of opinion:

- i. In case any difference of opinion, contractor shall submit his opinion to Engineer-in-charge.
- ii. The appeal against decision of Engineer-in-charge shall lie with CPM/Mumbai.
- iii. The decision of CPM/Mumbai of the project shall be final and binding in the interpretation of the clause of the codes and specifications under the Special Conditions relating to Site Data and Specifications of this tender document and no claim whatsoever shall be entertained on this account by DFCCIL.
- iv. Items under this scope shall be deemed to be "excepted matters".

17. MAINTAINING RECORD OF CONSTRUCTION WORK:

17.1 The contractor is required to take and supply to the Engineer-in-charge coloured photographs detailing the various stages of dismantling activities and achievements of milestones as directed by the Engineer in charge.

17.2 The coloured photographs shall be taken by the contractor of various activities pertaining to the work at regular intervals as directed by the Engineer-in-charge. Sets of 5"x3" prints of each shall be supplied. The negatives or soft copy of all the photographs taken shall be supplied to the Engineer-in-charge.

17.3 All the cost of reels, taking, developing and printing etc. shall be deemed to have been included in rates quoted against various items and nothing extra shall be paid for the item of work under the clause as above. The DFCCIL shall have full ownership of copyright of these entire photographs and the contractor shall indemnify the DFCCIL against any claim of any sort.

17.4 **RECORDS AND REGISTERS:** The contractor shall maintain proper records and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests. The following registers will be maintained at site by the contractor/s:

- i. SITE ORDER REGISTER: The contractor shall promptly comply with site orders given therein by the Engineer or his representative or superior officers. The compliance shall be reported by the contractor to the Engineer in reasonable time so that it can be checked.

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- ii. **LABOUR REGISTER:** This register will be maintained to show daily strength of labour in different categories employed by the contractor.
- iii. **PLANT AND MACHINERY REGISTER:** This register will record daily particulars of machinery with the contractor.
- iv. **DAILY ACTIVITY REGISTER:** All activities are required to be chronologically logged in this register, shifts-wise and date-wise.
- v. **UNUSUAL OCCURENCES REGISTER:** All unusual occurrences are required to be chronologically logged in this register.

18. TIME SCHEDULE: On acceptance of tender, the contractor shall provide the de-tailed bar chart including the starting & finishing date of each and every activity, which shall be approved by Engineer- In-Charge. Thus contractor then, start the work as per the approved bar chart.

19. HIRING OF TOOLS AND PLANTS: The contractor will be entirely responsible to arrange all necessary machinery required for successful completion of work and their spare parts required for sufficient and methodical execution of work and transport them to the site of work. Delay in procurement of such items due to their non-availability on account of import difficulties or any other cause whatsoever, will not be taken as excuse for slow or non-performance of the work. Safety of plants and machinery will be the responsibility of the contractor and for any loss due to any cause or wash away in flood or otherwise no claim will be entertained on this account whatsoever carried out without hindering the Railway traffic in any way. Suitable arrangements shall have to be made by the contractor without infringing the schedule of dimensions.

DFCCIL shall not be responsible for any loss or damage to contractor's men, materials, equipment, tools and plants etc from any cause whatsoever. No claim for idle labour, idle machinery/plant etc on any account shall be entertained by DFCCIL. Similarly no claim will be entertained for business loss or any such loss for whatsoever reason.

20. Arbitration Clause: In the event of any dispute or difference between the parties in connection with this work, arbitration clause of General Conditions of Contract, regulations and instructions to tenderer/s and standard form of contract with re-placement of work contract by contractor Architects/Consultant shall be applicable.

21. LABOUR

21.1 The contractor/s will be held responsible for compliance with provision of various laws, acts and rules & regulations related to contract labour even in respect of labour employed by his/their sub-contractor in the execution of the works contracted by him/them.

21.2 The contractor/s shall obtain labour license/registration certificate from the appropriate licensing officer/labour enforcement authority of the area before commencement of the work and shall produce a copy thereof along with the original to the CPM/DFCCIL/MUMBAI to start the



work.

21.3 In any case, in which by virtue of provisions of contract labour (regulation and abolition) Act. 1970, the DFCCIL is obliged to provide amenities and/or pay wages to labour employed by the contractor directly or through petty contractor/s or sub-contractor/s under this contract then the contractor shall indemnify the DFCCIL fully and the DFCCIL shall be entitled to recover from the contractor the expenditure incurred on providing the said amenities and wages so paid by deducting it from the security deposit or from any sum due to the contractor from the DFCCIL provided that if any dispute arises as to the expenditure incurred by the DFCCIL on provisions of the said amenities, the decision of the Engineer-in-charge shall be final and binding on the contractor.

21.4 The DFCCIL will not take any responsibility or make arrangements for supply of food stuff to the contractor's staff or his/their labourers.

21.5 The contractor/s shall make his/their own arrangements at his/their own cost for supply of water to his/their staff and labour and the DFCCIL undertake no responsibilities for such supply of water to the contractor's staff or labourers.

21.6 The contractor/s shall take all precautionary measures in order to ensure protection of his personnel moving about or working on the DFCCIL premises & shall have to conform to the rules and regulations as per instructions of Project In charge. If any unforeseen incident or injury happens to any of contractor's personnel while working the contractor shall be solely responsible for the same.

21.7 The Contractor/s shall maintain necessary records such as employment cards, service certificates etc to be displayed on board in accordance with provisions of contractor labour act and contract labour rules.

21.8 The Contractor/s shall be solely responsible for timely remittance of statutory deductions such as PF, ESIS, etc. under labour Act.

22. NOTICES TO PUBLIC BODIES: The contractor/s shall give to the municipality, police and other authorities, all notices that may be required by law. The copies of such notices should also be furnished to DFCCIL for record. The notices for dismantling of structures will be given by concerned land acquisition officer of State Government in 3 Months advance based on which final notice with dates of carrying out of dismantling work will be issued from contractor. He shall obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be liable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private. Also supply and maintain any lighting arrangement if required for the execution of the work at night to make good the progress as per schedule and contract, etc. Nothing extra shall be



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payable on any such account and accepted rates of various items in the schedule of items, rates and quantities shall be deemed to cover any such aspect.

23. **CONDITIONAL TENDERS:** Conditional tenders are liable to be rejected straightaway. DFCCIL reserve the right to reject such tenders summarily without assigning any reasons whatsoever.
24. **SALES TAX/COMMERCIAL TAX/TURNOVER TAX IN WORKS CONTRACT:** The element of sales tax / commercial tax/turnover tax in works contract, if any, shall be considered to be included in the rates quoted by the tenderer/s in the tender schedule. Sales tax / commercial tax / turnover tax on works contract will be recovered from the contractor's bill at the rate as applicable as per rules framed by State Govt. from time to time and remitted to the State Govt. by the DFCCIL.
- 24.1 **WORKS CONTRACT TAX:** The contractors are liable to pay "WORKS CONTRACT TAX" at the rate prescribed by the respective State Government in whose jurisdiction/territory the works site falls, for which the contractor will be required to have registration with the sale tax authority of the respective state. The Contractors will have to produce the registration certificate issued by the sale tax authorities of the respective state with in a period of two months after award of the contract failing which the payment of contractors 1st on account bill not be made. The DFCCIL, however, reserve the right at the sole discretion of the Engineer-in-charge on the merits of each individual case in the interest of the work to pass the first on account bill pending for producing the registration certificate, but an amount equivalent to 4% overall value of the contract will be deducted from contractors on account bills towards "Work Contract Tax" for which no claims, whatsoever, on this account will either be entertained or considered by the DFCCIL.
- 24.2 **The Building and other construction workers (RECS) Act, 1996 and the Building and other construction workers welfare cess Act, 1996:** "The tenderer for carrying out any construction work in U.P. state must get themselves registered from the Registering officer under Section-7 of the Building and other Construction Workers Act, 1996 and rules made there to by U.P. Govt. and submit certificate of Registration issued from the Registering Officer of U.P. Govt. (Labour Deptt.) For enactment of this act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item."
25. **Special condition of NS Items:**
- 25.1 Before start of dismantling work, the contractor will provide sufficient time to vacate the building. Owner of the building may take any material from the building. The contractor has no right on the released material.



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- 25.2 Before start of dismantling work, the contractor will make sketch of the structure to be dismantled showing all dimensions to calculate the area of the structure. The contractor shall get this sketch countersigned by DFCCIL representative/official at site one week before start of the dismantling work.
- 25.3 Owner of the building may take any of the dismantled material. The contractor will not object the owner from taking any of the released material.
- 25.4 The material which is not taken by owner will be disposed off by the contractor at suitable place outside the Railway (DFCCIL) boundary or at suitable low land area as directed by Engineer in charge. Nothing extra will be paid on this account.
- 25.5 Measurement shall be done at plinth level. Nothing extra shall be paid for projections. No deduction shall be made for openings. For buildings having more than one floor measurements shall be recorded separately for each floor. It shall be measured at floor level.
- 25.6 If any structure is to be dismantled partially, extra payment @ 20% will be paid to safeguard remaining structure. It will be responsibility of the contractor to safe-guard the remaining structure. All necessary arrangements such as shuttering, scaffolding etc will be made by the contractor and nothing extra payment will be made on this account.
- Before the necessary arrangements for safeguarding the balance structure is made, Contractor should submit the necessary drawing to DFCCIL for approval of the same 2 weeks in advance and dismantle the structure only after written approval and corrections to the methodology of the work if any by DFCCIL.
- 25.7 **For any structure other than RCC/stone Patti roof under item no. NS/1, payment will be made @ 20% reduced rates i. e. 80% payment shall be made.**
- 25.8 **For structure to be dismantled at 1st floor, 20% extra payment will be paid.**
- 25.9 Contractor will be liable for any damage to remaining/other structure. The contractor will be responsible for any kind of injury/loss of human life/animal life of occupant of the structure at the time of dismantling.
- 25.10 Contractor will take suitable precautions for safeguard against electric wiring etc for his workers & occupants during dismantling.
- 25.11 **Item no. NS/3 i.e. dismantling of boundary wall includes dismantling of all type of boundary wall/wall up to any height if not covered with the roof. Single story building without roof shall also be paid under this item.**
- 25.12 Contractor will make his own arrangements for disconnecting electric

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connections/water supply connections, if any. He will also take necessary action for co-ordination with electrical department/ Water supply department if required. Nothing extra will be paid on this account.

- 25.13 If any structure, other than the acquired structure under RAA-2008 is required to be dismantled, payment of dismantling of such structure shall be made at the rate of 50% of the accepted rates and release material will be the property of contractor & nothing extra payment will be made for transportation. Contractor has to take material outside Railway premises.
- 25.14 Due to the unavoidable circumstances the programme of dismantling structure could not be materialized in spite of arranging all necessary equipment, man power, machinery etc. by the contractor then **extra payment of Rs. 2500/-** will be made as idling charges for that day on this account, on producing documentary evidence such as joint report of officers of all concerned departments and DFCCIL official present at the time of dismantling programme and photographs.

Date:

**SIGNATURE OF THE TENDERER
WITH STAMP**

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Section-4**GENERAL CONDITIONS OF CONTRACT**

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

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

1. DEFINITIONS:

Unless excluded by or repugnant to the context:

- a) The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- c) The expression "Department" as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- d) "Drawing" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- e) Engineer/"Engineer-in-charge" of the work shall mean the 'Representative' appointed by DFCCIL/Railway.
- f) The "Site" shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- g) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- h) 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 therein



including any special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates.

All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.

- i) The "Contractor / consultant" 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.
- j) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- k) 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.
- l) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- m) A "month" shall mean a calendar month.
- n) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- o) "Excepted Risks" are risks due to riots (other wise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- p) "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- q) "Urgent works" shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- r) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.



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2. SECURITY DEPOSIT/ RETENTION MONEY

The earnest money deposit of the successful contractor shall be retained by DFCCIL as a part of security for the faithful fulfillment of the contract by the contractor. In addition, a security deposit equal to 10 % of each bill amount shall be retained till the security available is 5 % of the contract amount.

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 after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained

3. SUPERVISION AND SUPERINTENDENCE:

3.1 CONTRACTOR'S SUPERVISION:

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

3. USE OF EXPLOSIVES:

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

5. 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/Railway / Engineer / Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

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6. WORKMEN:

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

7. LAWS AND REGULATIONS:

a. Governing Law:

The contract documents shall be governed by the laws and by-laws of India.

b. Resolving the disputes:

In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the General Manager, DFCCIL, shall be the final and binding.

8. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT:

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

9. 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.

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10. SERVICE TAX:

Service Tax as applicable on gross value of each running account bill shall be reimbursed by DFCCIL as per prevailing law on submission of documentary evidence.

11. 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, octroi and other taxes Govt. except service tax. The service tax will be paid extra if payable under law on submission of the documentary evidence. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

12. 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. The tender shall be inclusive of all taxes, levies, octroi etc.

Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

13. DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES:

13.1 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.

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

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13.3 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.

13.4 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 20.0 or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.

13.5 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.

13.6 Delays due to Firm/Contractor and Liquidated Damages

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

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

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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.

13.7 Engineer's decision on compensation payable being final

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

13.8 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.

14. DETERMINATION OF CONTRACT DUE TO FIRM / CONTRACTOR'S DEFAULT:

14.1 Conditions leading to determination of contract

i. If the Firm/Contractor

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to take steps to employ competent and / or additional staff and labour, or
- j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any

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person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or

- k. Suppresses or gives wrong information while submitting the tender. In any such case the Engineer on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

ii. **In such a case of termination, the Employer / Engineer may adopt the following course**

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

15. DETERMINATION OF CONTRACT ON EMPLOYER/ENGINEER'S ACCOUNT:

The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive.

However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

16. FOSSILS ETC:

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor

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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.

17. LABOUR RULES:

The contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences.

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by C.G. Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

18. PERFORMANCE GUARANTEE:

The procedure for obtaining **Performance Guarantee (Annexure-IV)** is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case 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 re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;



- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) A Deposit in the Post Office Saving Bank;
- (vii) A Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of DFCCIL (free from any encumbrance) may be accepted.

NOTE: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor."
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from



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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 in his/her individual capacity or as a partner of any other JV/partnership firm.

- (g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India 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 President of India 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 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 President of India.

19. RELEASE OF PERFORMANCE GUARANTEE:

The performance guarantee shall be released to the firm only after the physical completion of the work based on the completion certificate issued by competent authority stating that contractor has completed the work in all respect satisfactorily.

20. FORCE MAJEURE:

(1) If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to other within 30 days from the date occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and



conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

(2) Subject to any requirement in the contract as to completion of any portions or portions of the work before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modification as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) If any modification have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in circumstances, provided moreover that the contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of DFCCIL or by other contractor employed by the DFCCIL under sub-clause (3) of this clause or in execution in the work not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instruction from DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representatives then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make goods the delay and shall do all that may be reasonably enquired of him to satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period of which the work is likely to be delayed shall be bound to ask necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of the delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to extended period of time, the same rates, terms



and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

- (iii) In the event of any failure or delay by the DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the work execution of the works or to give the necessary notice to commence the work or to provide the necessary drawings or instructions or any other delay caused by the DFCCIL due to any other cause whatsoever, then such failure to delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damage or compensation therefore but in any such case, the DFCCIL may grant such extension or extensions of completion date as may be considered reasonable.

(3) **Separate contract in connection with works:** The Railway shall have the right to let other contract in connection with the works. The contractor shall afford other contractors reasonable opportunity for storage of their material and execution of their work and shall properly connect and coordinate his work with theirs. If any part of the contractor works depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fir and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

(4) **Extension of time for delay due to contractor:** The time for the execution of the work or part of the work specified in the contract documents shall be deemed to be the essence of the contract and the work must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reason other than the reason specified in (1) & (2) above, the Railway may, if satisfied that the works can be completed by contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the DFCCIL will entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to $\frac{1}{2}$ of 1% of the contract value of the work for each week or part of the week.

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Providing also, that the total amount of liquidated damage under this condition, shall not exceed the under noted percentage value or of the total value of the item or groups of



items of work for which a separate distinct completion period is specified in the contract.

- | | |
|---|--|
| (i) For contract value up to Rs. 2 lakhs | 10% of the total value of the contract |
| (ii) For contracts valued above Rs. 2 lakhs | 10% of the first Rs.2 lakhs and the 5% of the balance. |

Further competent authority while granting extension to the currency of the contract may also consider levy of token penalty as deemed fit based in the merit of the case.

Provided further, that if DFCCIL is not satisfied that the work can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract, whether or not actual damage is caused by such default.

21. SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the Employer / Engineer and the Consultant in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

21.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Consultant 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.

21.2 Conciliation/Arbitration:

21.2.1 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.

21.2.2 If the Consultant is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Consultant may refer to the General Manager 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



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the demand has been made, together with counter claims of the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

- 21.2.3** General Manager 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, General Manager of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of atleast three names will be sent to the Consultant. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Consultant shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. General Manager of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Consultant.
- 21.2.4** In case, the Consultant 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 Consultant may refer to the General Manager of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the General Manager 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.
- 21.2.5** Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+/-) 25% for each item. In case of variation in quantities beyond + 25%, the rates for the additional quantities beyond +25% variation shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per the agreement.

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SECTION-5**SCHEDULE OF QUANTITIES**

Name of Work: Dismantling of structures between Vaitarana to Bhilad section in various villages of Thane, Palghar & Valsad districts coming in the alignment & Right of way (ROW) of Dedicated Freight Corridor (Railway) Project in the state of Maharashtra and Gujarat on Western Freight Corridor under CPM/Mumbai Unit.

SN	Item No.	Description	Unit	Rate	Qty.	Amount (₹)
1.	NS/1	Dismantling of all type of structure up to ground level consisting of bricks / stones masonry (plastered / pointed) CC / terrazzo flooring, RCC / RB roof including water supply / sanitary / electric fittings, level ground and disposal of released material at suitable location outside the railway boundary and in low lying area where dumping is possible, as per the instruction of Engineer at site. The rate include cost of all labour, machinery, T&P, lead, lift, crossing of nallah/canal/track etc. and all incidental charges as a complete job as per direction of Engineer at site. Note: 1. Measurement shall be done at plinth level. No extra shall be paid for projections. No deductions shall be made for openings. 2. In case of structure to be dismantled partially, extra payment @ 20% will be paid to safeguard the remaining structure. 3. For structures other than RCC roof, payment will be made @ 20% reduced rate i.e. 80% payment shall be made. 4. For structures to be dismantled at 1 st floor or other than ground floor, 20% extra payment will be paid for each floor. 5. For structures like overhead water tanks, 50% extra payment will be paid.	Sqm	226.00	20022	4524972.00
2.	NS/2	Dismantling of structure up to ground level consisting of Thach roof with ballies or wooden posts / any other	Sqm	21.00	508	10668.00

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		temporary material and disposal of released material at suitable location outside the railway boundary and in low lying area where dumping is possible, as per the instruction of Engineer at site. The rate include cost of all labour, machinery, T&P, lead, lift, crossing of nallah/canal/track etc. and all incidental charges as a complete job as per direction of Engineer at site.				
3.	NS/3	Dismantling of boundary wall / wall of any type of masonry / cement concrete (not covered with roof) and disposal of released material at suitable location outside the railway boundary and in low lying area where dumping is possible, as per the instruction of Engineer at site.	M	41.00	208	8528.00
4.	NS/4	Dismantling of any other structures such as underground tank, platform etc. and disposal of released material at suitable location outside the railway boundary and in low lying area where dumping is possible, as per the instruction of Engineer at site.	Sqm	114.00	247	28158.00
5.	NS/5	Dismantling of all type of fencing and disposal of released material, as per the instruction of Engineer at site.	M	3.00	3000	9000.00
						₹ 4581326.00
₹Forty five Lacs Eeeghty one thousand three hundred twenty six only.						

Rate quoted by the tenderer:

In figure% (percentage) above/ below /at par of the estimated cost.

In word % (percentage) above/ below /at par of the estimated cost.

(To be filled by the Bidder/Tenderer)

NOTE:

1. Bidders should quote the rate in % above/below/at par both in words and figures.
2. In case of cutting/overwriting, the rates in words shall be taken as final.
3. Contractor has to quote a single flat percentage in the blank space above. Multiple rates or rates not quoted in the desired format shall not be considered for evaluation.
4. All cuttings should be signed by the bidders. There should not be overwriting.
5. Detail of villages etc in which buildings are situated can be seen by the bidder in the office of CPM/DFCCIL/Mumbai.
6. Please read carefully all the conditions in this tender document.
7. Correction in rates by application of white fluid is not permissible and such tenders will not be considered.



Date:.....

Signature of tenderer

ANNEXURE- I

**STATEMENT OF WORKS COMPLETED BY THE CONTRACTOR DURING
LASTTHREE FINANCIAL YEARS & CURRENT FINANCIAL YEAR**

SN	Name and Place of Work	Authority/Agency/Company for which work was carried out	Date of award & agreement no
1	2	3	4

Date of Completion (original/actual)	Agreement Cost / Completion cost	Scope of work in brief	Sr. No. at which relevant certificate /documents are attached
5	6	7	8

Note: The relevant documents & certificates from clients must be enclosed



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ANNEXURE- II**DETAILS OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE FINANCIAL****YEARS & CURRENT FINANCIAL YEAR**

SN	Financial Year	Total Turnover
1	2011-12	
2	2012-13	
3	2013-14	
4	2014-15	
Total		

1. For 2011-12, 2012-13 & 2013-14 copies of the audited balance sheets may please be attached.
2. For 2014-15, unaudited results of turnover of company up to date may be submitted under the certification of CA.

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ANNEXURE- III

CONSTITUTION OF THE FIRM/ COMPANY

1. Full name of contractors 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.



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ANNEXURE-IV

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

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

From: Name and address of bank

To:

The Chief Project Manager,

7th Floor, New Administrative Building,
D. N. Road, Mumbai – 400001

WHEREAS, Dedicated Freight Corridor Corporation of India Ltd. hereinafter called “the Employer” acting through (insert designation and address of the Employer’s 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 `.... in amount.....(.....in words.....) which is a condition precedent to the signing of the Contract Agreement.

AND

Whereas(Name of the bank)..... with its 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 `.....(amount in words)...... As stated above.

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

The Bank shall pay the amount so demanded without any reference to the Contractor and without the DFCCIL 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 DFCCIL 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 DFCCIL 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 Bank's Seal

Name & Address & Seal Authorization

2. Signature
Name & Address & Seal



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ANNEXURE-V**FORM OF AGREEMENT**

(TO BE EXECUTED ON A RS.100/- NON-JUDICIAL STAMP PAPER)

NAME OF THE WORK:-**AGREEMENT NO.:-**

This Agreement is made on the ---- day of ----- 2015 between DFCCIL hereinafter called "the Employer" of the one part and M/s----- hereinafter called "the contractor" of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

IN WITNESS WHEREOF the parties hereto have caused their respective commonSeals 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 the Employer Name of the official Stamp/Seal of the Employer	For and on behalf of the Contractor Name of the official Stamp/Seal of the contractor
In the presence of Witness Name Address	In the presence of Witness Name Address

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ANNEXURE-VI

No Claim Certificate

1. I/We was/were awarded the work namely -----

2. The work has been completed and jointly measured and full payment has been made to me/us in terms of the measurement so recorded and in accordance with provisions of work order/agreement.
3. I/We have no other claim against 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 in force. DFCCIL shall not be responsible for any dispute arising 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 as such DFCCIL stands relieved from all contractual obligations for above noted work order/agreement.

Thanking you,

Yours Faithfully, (Signature)
With date

Name of the Contractor

Witness:-

1. Name Full
address with
date
2. Name
Full address with
date

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



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ANNEXURE-VII

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

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

1. Investor/customer's name:
2. Particulars 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
4. PAN No
5. Service Tax Registration No.

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 the particulars furnished above are correct as per our records.

Bank's Stamp

Signature of Bank Authority

(with seal)

Signature of the tenderer/s



Annexure VIII

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 of any value.
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 and in any case the minimum eligibility criteria should not get vitiated. The reconstitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL and the tenderer shall have no claims whatsoever. Any change in the constitution of partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any partner/s withdraw from the firm after opening of the tender and before award of the tender, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his/her credential shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under General Condition of Contract.
6. A Partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.



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7. The tender form shall be purchased and submitted only in the name of partnership firm and not in the name of any constituent partner. The EMD shall be submitted only in the name of Partnership Firm. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
8. One or more of the partners of the firm or any other person(s) shall be designated as the authorized person(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney" specifically authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to Arbitration and to take similar such action in respect of the said tender/contract. Such "Power of Attorney" should be notarized /registered and submitted along with tender.
9. A notary certified copy of registered or notarized partnership deed shall be submit- ted 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:
- I. A copy of registered/notarized partnership deed duly authenticated by Notary.
 - II. 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.
 - III. 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 Minis-try/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 (defined in " NOTICE INVITING TENDER (Section-1)") in its own name and style;

OR

- b. In case the partnership firm does not fulfil 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 (defined in " NOTICE INVITING TENDER



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Section-1)”) 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 (as defined in “NOTICE INVITING TENDER Section-1) ”) in its own name and style.

OR

- b. In case the partnership firm does not fulfill 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 [as defined in “NOTICE INVITING TENDER Section-1)”].

(END OF DOCUMENT)

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