

Tender No. "KKK-EN-TREE-ENUMERATION-PH-I"

**Dedicated Freight Corridor Corporation of India  
Ltd.**

(A government of India Enterprise under Ministry of Railways)

**Name of Work: -Tree enumeration in the proposed alignment of  
DFCCILGomoh-Sonnagar Section.**

Single Packet OPEN TENDER

Tender No- KKK-EN-TREE-ENUMERATION-PH-I

(PARTICIPATION THROUGH E-TENDER ONLY)

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

Dedicated Freight Corridor Corporation of India Ltd.,  
3<sup>rd</sup>Floor, DCOSBuildingE-W Metro, Central Park  
Depot, Sector-I, Bidhannagar, Salt lake,  
Kolkata-700064, West Bengal

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

**E-Tender No.**

KKK-EN-TREE-ENUMERATION-PH-I

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**Section 1****NOTICE FOR INVITING E-TENDER**

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

1.	Tender No.	KKK-EN-TREE-ENUMERATION-PH-I
2.	Name of Work	Tree enumeration in the proposed alignment of DFCCIL Gomoh-Sonnagar Section
3.	Estimated Cost of Work	Rs. 41,92,192/- (Forty One Lakh Ninety Two Thousand One Hundred Ninety Two Only)
4.	Completion Period	Six Months
5.	Type of BID	Single Stage Single Packet Open E-Tender
6.	Tender Document Cost (Non-Refundable)	Rs. 3,000/- Plus @18% GST = Rs. 3,540/- (Rupees Three Thousand Five Hundred Forty Only) to be deposited online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
7.	Earnest Money	To be submitted in the form of Bid Security Declaration as per Annexure – IX of Tender Document
8.	Uploading of NIT & Tender Document	24/06/2021 at 15:00 hrs on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
9.	Last Date & Time of Submission of tender (Online)	14/07/2021 at 15 :00 hrs on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
10.	Date and Time of Opening of Tender (Online)	14/07/2021 at 15 :30 hrs on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
11.	Duration of Contract	06 (Six) months
12.	Validity of the offer	120 days from the date of opening of the tender.
13.	Retention Money / Security Deposit	5% of Contract Value (to be deducted from On-account payment @10% till the value reaches 5% of Contract Value)
14.	Address for Communication	<b>General Manager/Elect/Kolkata</b> Office of General Manager/Co-Ordination, 3rd Floor, DCOS Building E-W Metro, Central Park Depot, Sector-I, Bidhannagar, Salt lake, Kolkata-700064, West Bengal. Mob No. 8511188332 e-mail: <a href="mailto:jkarmakar@dfcc.co.in">jkarmakar@dfcc.co.in</a> / <a href="mailto:dfcc.kolkata@gmail.com">dfcc.kolkata@gmail.com</a>
15.	Help Desk for E-tendering	<a href="http://www.ireps.gov.in">www.ireps.gov.in</a> For any help in connection with E-tendering & matter relating to Digital signature, please contact 'Help Desk' available on left Navigation Block of home page of the site <a href="https://www.ireps.gov.in">https://www.ireps.gov.in</a> and phone No. 011-23761525
16.	Availability of Tender Documents	The Tender documents can be downloaded from <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> . Tenderer who wishes to view free Notification and Tender documents can visit <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least 7 days in advance of date of opening of tender and placed on the website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> only
<b>DATE &amp; TIME SCHEDULE</b>		
1.	Date of uploading NIT (Online Publishing Date)	24.06.2021 at 15:00 Hrs
2.	Bid Submission (Online) Start Date	24.06.2021 at 15:00 Hrs
3.	Bid Submission (Online) End Date	14.07.2021 at 15:00 Hrs
4.	Last Date of Submission of Originals of Mandatory Documents i.e., EMD& Tender Document Fees etc.	14.07.2021 at 15:00 Hrs
5.	Bid Opening (Online) Date & time	14.07.2021 at 15:30 Hrs

## **Section 2**

### **Format for Covering Letter for Tenderer**

(On letter head of firm/ Company)

To,  
General Manager/Co-  
Ord, DFCCIL/ Kolkata.

**Name of Work: -Tree enumeration in the proposed alignment of DFCCIL Gomoh-Sonnagar Section.**

**Tender No: KKK-EN-TREE-ENUMERATION-PH-I**

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to a Tender by the said conditions. I also agree to keep these tender single packets Open E-tender for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the special conditions as lay down by the DFCCIL Administration for the execution of present contract.

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

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

3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

(Signature of Tenderer)

Name and Address of Tenderer

Signature of Witness

Name and Address of Witness

**Check List for Document to be Submitted**

S.No.	Document to be Attached	Ticked Yes/No.
1.	The covering letter as per format given in the Section 2	
2.	Power of Attorney the person signing the tender document in original if specific to this work or Attested copy of the General Power of Attorney of the Company in favour of the person signing the tenders applicable.	
3.	Certified Copy of GST No., PAN Card and Aadhar Card	
4.	Certified Copy Registration of Company/ Firm/ Agency, Partnership Deed/ Memorandum and Articles of Association of the Company/ Firm/ Agency.	
5.	Certificate of not having been blacklisted in form of prescribed in Annexure-I	
6.	Bidder's general information in form of prescribed in Annexure-II	
7.	Constitution of Company/ Firm/ Agency in form of prescribed in Annexure-III	
8.	Bid Securing Declaration Form in form of prescribed in Annexure-IX	
9.	Complete Tender Document including Corrigendum/ Addendum Signed by Bidder.	

**Important Note:**

Document No.1 to 9, should be scanned and uploaded along with offer as attached at website [www.ireps.gov.in](http://www.ireps.gov.in)

### **Section 3**

## Information and Instructions to Tenderer(s)

### 1.0 The salient features of the contract are as follows:

i.	Tender No.	KKK-EN-TREE-ENUMERATION-PH-I
ii.	Name Work of	<b>Tree enumeration in the proposed alignment of DFCCIL Gomoh-Sonnagar Section.</b>
iii.	Duration of Contract	<b>06(Six) months</b> from the Date as specified in the letter of Acceptance
iv.	Estimated Cost of Work	Rs. 41,92,192/- (Forty One Lakh Ninety Two Thousand One Hundred Ninety Two Only)
v.	Earnest Money	To be submitted in the form of Bid Security Declaration as per Annexure – IX of Tender Document
vi.	Performance Security Deposit	As per provision of Performance Guarantee (PG)
vii.	Retention Money / Security Deposit	5% of Contract Value (to be deducted from On-account payment @10% till the value reaches 5% of Contract Value)

### 2.0 Submission of E-Tender:

#### 2.1 Tender Document Obtaining Process

2.1.1 It is mandatory for all Tenderers to have Class-3 Digital Signature Certified from any of the Licensed Certifying Agencies ("CA") to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)), in the name of the person who will submit the Online tender and is authorized to do so.

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

2.1.3 [www.ireps.gov.in](http://www.ireps.gov.in) is the only website for submission of tender. "Vender Manual containing the detailed guidelines for E-Tendering is available on [www.ireps.gov.in](http://www.ireps.gov.in).

#### 2.2 Submission of Offer:

2.2.1 Tender shall be submitted through Online mode only at [www.ireps.gov.in](http://www.ireps.gov.in). Tender submitted by any other mode will not be accepted.

2.2.2 All the required documents (legible) as mentioned in Check list from S.No.1- to 9 have to be uploaded along with the offer on [www.ireps.gov.in](http://www.ireps.gov.in).

2.2.3 The detailed instructions of e-tendering can be read through website [www.ireps.gov.in](http://www.ireps.gov.in).

2.2.4 The Addendum/Corrigendum, if any; shall be hosted on the website [www.ireps.gov.in](http://www.ireps.gov.in)

2.2.5 The tender will be accepted only in e-tendering mode and no other mode of submission shall be accepted.

- 2.2.6 The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website [www.ireps.gov.in](http://www.ireps.gov.in).
- 2.2.7 The bid shall be accepted through Online mode only.
- 2.2.8 Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected DFCCIL reserves the right to modify, expand restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
- 3.0 The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting, Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least ten days before the due date of submission of the tender.
- 4.0 Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- 5.0 All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 6.0 After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- 7.0 For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- i) Financial Bid.
  - ii) Notice inviting Tender.
  - iii) Instructions to Bidders.
  - iv) Scope of Work.
  - v) Other Conditions of Contract and specifications.
  - vi) General Conditions of Contract.

For example, if any Item is found common in Other Conditions of Contract and General Conditions of Contract then the provision given in Other Conditions of Contract will prevail over General Conditions of Contract for the same Item.

- 8.0 Contractor must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document.
- 9.0 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work. Wherever felt by the bidders, he shall satisfy himself fully of the requirement of the work at his own expense including site visit(s) if felt necessary by him.
- 10.0 DFCCIL reserves all rights to reject any tender including of those tenders who



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

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

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

**13.0 Modification/Substitution/Withdrawal of Bids:**

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

**14.0 Opening and Evaluation of Bids:**

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

**Address: Online Opening of Tender**

**Office of General Manager/Co-Ordination,**

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

e-mail: [jkarmakar@dfcc.co.in](mailto:jkarmakar@dfcc.co.in)/ [dfcc.kolkata@gmail.com](mailto:dfcc.kolkata@gmail.com)

ii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signature are not same, the Bid shall be considered Non-Responsive

iii) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 14.07.2021

**15.0 Deadline for Submission of Tender:**

Tenderer Must ensure to complete the tender submission process in time as [www.ireps.gov.in](http://www.ireps.gov.in) will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 14.07.2021).



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

### 17.0 Cost of Tender Document:

The Tenderer shall deposit cost of tender as prescribed in section-I, online through payment gateway of [www.ireps.gov.in](http://www.ireps.gov.in).

### 18.0 Earnest Money Deposit (Tender Security):

In terms of Rule 171 of GFRs 2017, no provisions regarding Earnest Money (or Bid Security) have been kept in this Tender. However, the tenderer shall provide Bid Security Declaration in the form as per Annexure IX.

### 19.0 Eligibility Criteria:

(i) For tender value more than Rs.50 lakhs:

SN	Criteria	Documents required
1	The Tenderer(s) should have physically completed, during the last three financial years and including the current financial year. Similar Nature of Work:- "Geotechnical Investigation work" costing not less than 35% of the estimated cost of work in the last three years {i.e. current year and previous three financial years} for any government department/PSU. Date of start of work may not fall in this period.	The bidder has to submit certificate issued by concerned authorities as per Performa given in Annexure-I of the bid document.
2	The bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. current year and preceding 3 years as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work.	Copy of audited Profit/Loss Account, Balance Sheet, copy of Income-Tax Return certified by Chartered Accountant for FY 2018-19, 2019-20, 2020-21. & current year

(ii) No eligibility criteria for the tender value upto Rs.50 Lakhs.

### 20.0 Canvassing

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

### 21.0 Award Of Contract:

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

## **Section4**

### **General Conditions of Contract**

**1.0** General Conditions of Contract will form an integral part of the Tender and contract, which is enclosed along with the tender documents. In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate (Forwarding letter, section 2 of tender document) 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.

#### **1.1 Definitions:**

Unless excluded by or repugnant to the context:

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

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

## **2.0 General information**

- 2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).
- 2.3 Tenderer(s) shall bear all costs associated with the preparation and submission

of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).

2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.

2.6 It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:

2.7 Defines, for the purpose of this paragraph, the terms set forth below as follows:

a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection processor in contract execution;

b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

c) "collusive practices" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;

d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

e) Will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

f) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

2.8 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

### **3.0 Communication and Language of Contract**

3.1 Communication to be in writing.

3.2 Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in writing in person to an authorized representative of the Party to

whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party.

#### **4.0 Interpretation**

4.1 In the contract, except where the context requires otherwise:

4.1.1 Words indicating one gender include all genders,

4.1.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,

4.1.3 "Written" or "in writing" means hand-written, typewritten, printed or electronically made and resulting in a permanent record, and

4.1.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

#### **5.0 Language of Contract**

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

#### **6.0 Entire Agreement**

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

#### **7.0 Modifications**

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

#### **8.0 Care in Submission oftenders: -**

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

#### **9.0 Rights of The DFCCIL To Deal with Tender: -**

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

#### **10.0 Omissions & Discrepancies: -**

10.1 Should a Tenderer(s) find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should



at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially effect the basis of the tender and the successful Tenderer(s) shall take up on himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

### **11.0 Partnership Deed**

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

### **12.0 Performance Guarantee(P.G)**

12.1 On acceptance of tender the successful tenderer shall have to submit performance guarantees as stipulated in Annexure-V amounting to 3% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of DFCCIL, Kolkata. The performance guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30(thirty) days, i.e. from 31<sup>st</sup> days after the date of issue of LOA.

12.2 if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated and action will be taken including penal action as per Annexure-IX and also forfeiture of dues if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work.

12.3 This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

12.4 The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 3% (Five percent) for the excess value over the original contract value shall be deposited by contractor.

12.5 The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The retention money, however, shall be released only after the



expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.

- 12.6 Wherever the contract is rescinded, the retention money shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 12.7 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:

(i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.

(iii) The contract being determined or rescinded under provision of the GCC the performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

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

### **13.0 Security deposit**

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

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

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

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

13.4 No interest will be payable upon the Earnest Money and Security Deposit or

amounts payable to the Contractor under the Contract.

**14.0 Tenderer(S)'s credential: -**

**No eligibility criteria/Credential is required for the tender value less than 50 Lakhs**

**15.0 Agreement:**

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

**16.0 Change in Address:**

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

**17.0 Supervision and Superintendence**

**17.1 Contractor's Supervision**

17.1.1 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.

**18.0 Use of Explosives**

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

**19.0 Protection**

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

**20.0 Workmen**

20.1 The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in 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.

## **21.0 Safety Precautions and Emergencies and Protection of Environment**

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

## **22.0 Obligation of DFCCIL**

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

## **23.0 Force Majeure**

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

## **24.0 Indemnity**

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

## **25.0 Defense of Suits**

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

## **26.0 Other Terms and Termination**

- 26.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of as specified in the tender document.
- 26.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.
- 26.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 26.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all Times act as an In dependent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

## **27.0 Laws and regulations:**

- 27.1 Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- 27.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, DFCCIL, shall be the final and binding.

## **28.0 Incometax**

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

## **29.0 Goods and Services Tax**

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

## **30.0 Permits, Fees, Taxes & Royalties**

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

### **31.0 Statutory Increase in Duties, Taxes etc.**

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

### **32.0 Delay and Extension of Contract Period / Liquidated Damages**

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

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

### **33.0 Extension due to modifications**

33.1 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.

### **34.0 Delays not due to Employer**

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

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

### **35.0 Delays due to Employer/Engineer**

35.1 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 there of; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is I are reasonable.

### **36.0 Delays due to Firm/Contractor and Liquidated Damages**

36.1 If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Firm/Contractor's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Firm/Contract or in a reasonable and acceptable short time,



then, the Engineer may allow the Firm/Contractor extension or further extension of time, for completion, as he may decide, subject to the following:-

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

**37.0** Engineer's decision on compensation payable is final.

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

**39.0** 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.

#### **40.0 Determination of Contract Due to Firm/Contractor's Default Conditions Leading To Determination of Contract**

**40.1** If the Firm/Contractor

- a) Becomes bankrupt or insolvent, or,
- b) Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- a) 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
- b) Has execution levied on his goods or property or the works, or
- c) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- d) abandons the contract, or
- e) persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- f) fails to take steps to employ competent and/or additional staff and labour, or
- g) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- h) Suppresses or gives wrong information while submitting the tender.

**41.0** In any such case the DFCCIL may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the DFCCIL, the DFCCIL shall



be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or.

#### **42.0 Determination of Contract On DFCCIL/ Engineer's account**

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

#### **43.0 Fossilsetc.:**

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

#### **44.0 Labourrules**

44.1 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government as applicable. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, EPF, ESI, Bonus and Gratuity etc. to employees/labour. DFCCIL will stand no obligation against them.

#### **45.0 Compliance of Variousacts:**

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

#### **46.0 Child Labour (Prohibition and Regulation) Act- 1986.**

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

#### **47.0 Settlement of Disputes**

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

#### **48.0 Mutual Settlement**

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

#### **49.0 Conciliation/Arbitration**

49.1 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.

49.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

49.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Tenderer(s). Such persons may be working/retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum two names out of this panel for appointment of Sole Conciliator/ Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).

49.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Tenderer(s) may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

49.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

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

49.7 The conciliation / arbitration proceedings shall be held at a place decided by

Conciliator/Arbitrator.

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

**50.0 Award to Be Binding on all Parties**

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

**51.0 Substitute Arbitrators:**

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

**52.0 Interest on Awarded amount**

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

**53.0 Settlement Through Court**

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

**54.0 Exception**

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

**55.0 JURISDICTION OF COURTS**

55.1 Jurisdiction of courts for dispute resolutions shall be Kolkata only.

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## **Section 5**

### **Other Conditions of Contract and Specifications and Terms of Reference**

#### **1. Introduction**

1.1 Tree enumeration in the proposed alignment of DFCCIL Gomoh-Sonnagar Section:

1.1.1 **Item No. NS 1:** Enumeration of Tree which is including

- a. Measurement of Girth
- b. Removing Bark
- c. Painting on removed bark area
- d. Numbering on tree
- e. Making List of tree with species
- f. Prepare excel sheet with details of village/Plot

Giving tree village and plot wise detail tree enumeration report in required format as instructed by site incharge and hard and soft copies to be handed to concerned DFOD/DFCCIL officers.

#### **2. Detailed Scope of Work:**

2.1 **Tree enumeration in the proposed alignment of DFCCIL Gomoh-Sonnagar Section:**

- 2.1.1 Enumeration of tree to be done for the trees above girth of 30 cm as per guide line issued Forest Department Jharkhand and Bihar.
- 2.1.2 Physical counting and marking of each tree in such manner as instructed by forest officials/ DFCCIL engineer as per forest act.
- 2.1.3 Enumeration will be carried out with following details:
  - i) District Name
  - ii) Village Name
  - iii) Plot No.
  - iv) Girth of Tree (only trees beyond girth of 30 cm)
  - v) Height of tree
  - vi) Class of species
  - vii) Blazing on tree 15cmx15cm at the height of 1m above GL/ breast level.
  - viii) Numbering of trees (breast height) to be done in red paint with yellow background within the demarcated land.
  - ix) Script the tree number on blazed area with best quality red paint in English.

Tender No. “KKK-EN-TREE-ENUMERATION-PH-I”

- x) Preparation of enumeration list according to Girth class (GBH), unit calculation and its authentication by the representatives of Forest Department.
  - xi) Tree standing on both side boundary of the corridor will be marked with white paint (not to be felled).
  - xii) Block of numbering of tree will be separate for each district starting from 1,2,3 ... and so on.
  - xiii) Scope Tree enumeration work will covered in Dhanbad, Giridih, Koderma, Hazaribagh District of Jharkahand and Gaya and Aurangabad district of Bihar along proposed DFCCIL ROW in Private, Forest, Govt and Railway land.
- 2.1.4 Supplying of vehicles for transportation of officials and staffs of revenue and forest from office to site & back will be under scope of contractor.
- 2.1.5 Liasoining with Revenue and Forest officials will be under scope of contractor.
- 2.1.6 Compilation and submission of data so obtained from field survey and as per proforma directed by forest & revenue officials/DFCCIL engineer and getting the same authenticated by revenue and forest official will be under scope of work.
- 2.1.7 The cost is inclusive of painting, letter written, labour, transportation and other required material. No other charges shall be paid by DFCCIL over and above the accepted rate.
- 2.1.8 Quality of work and required materials shall be approved by DFCCIL engineering incharge.
- 2.1.9 Mode of payment for this item is per no. However, payment will be done after actual enumeration of the trees done at site.

### 3. Payment Schedule

- 3.1.1 The payment will be made on completion of schedule of work. i.e. after actual enumeration of trees on each RA bill subjected to **minimum 1000 nos.** of tree enumeration.
- 3.1.2 Payments will be made as per the actual completion of work as per schedule and certification there on, regarding such completion to the satisfaction of DFCCIL and such completion being as per the conditions of contract, by the engineer nominated by the DFCCIL, as per the accepted rates, terms and condition.
- 3.1.3 No price escalation is permitted and price escalation clause is not permitted in this tender.

### 4. Time Schedule:

- 4.1 The total time allowed for the completion of work is 06 (Six) months including handing over of site.

### 5. Additional Work:

- 5.1 Engineer of representative of DFCC shall have the power to make any alteration, deletion, addition or substitution in the original scope and specification of work and no claim whatsoever on account of the above shall be entertained except for the payment for the actual work done on agreed rates for original items of the contract and negotiated and approved rates for new item.



**6. Quantity Variation:**

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

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

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

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

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

6.1.3 The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

6.1.4 Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

6.1.5 Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of Finance and approval of Tender Accepting Authority.

6.1.6 For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of Tender Accepting Authority may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

**7. Conflict of Interest:**

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



**Section-6****Schedule of Approximate Quantities**

Tender No. KKK-EN-TREE-ENUMERATION-PH-I

Name of Work: Tree enumeration in the proposed alignment of DFCCIL Gomoh-Sonnagar Section

Item No	Item Code	Description of work	Unit	Rate (Rs.)	Qty (Nos.)	Amount (Rs.)
NS 1	1	Tree enumeration of Tree- a. Measurement of Girth b. Removing Bark c. Painting on removed bark area d. Numbering on tree e. Making List of tree with species f. Prepare excel sheet with details of village/Plot.	Each Tree	31.00	1,35,232	41,92,192
		<b>Total - Forty One Lakh Ninety Two Thousand One Hundred Ninety Two Only</b>			<b>Total</b>	<b>41,92,192</b>

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

**Note:**

- The above rates are inclusive of all taxes except GST, unless otherwise specified in the tender document.
- The tenderer is required to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule. In case of discrepancy, rate quoted in words shall prevail.
- Location to be covered for Pvt, Govt, forest and Railway land falling in District Dhanbad, Giridih, Koderma, Hazaribagh, Gaya and Aurangabad along DFCCIL alignment.
- Payment will be made as given vide Clause 3.0 of Section 5 of Tender Document.

Declaration by the tenderer

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

Address:

Signature of tenderer/s

**Annexure-I**

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

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

**Signature of Proprietor/Director/Partner**

**With official stamp.**

**BIDDER 'S GENERAL INFORMATION**

**Annexure - II**

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

**(Seal & Signature of Bidder)**

**CONSTITUTION OF THE FIRM/ COMPANY**

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

**FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)**

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

From:

.....

Name and address of bank

.....

To:

The Managing Director

Dedicated Freight Corridor Corporation of India Ltd.

5th Floor PragatiMaidan Metro Station Building Complex

New Delhi- 110001

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

**AND**

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

**AND**

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

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

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



our Bank or in the constitution of the Contractor.

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

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

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

Date.....

Place.....

Signature of Authorized person of bank

.....

(Name in Block letters)

(Designation)

(Address.....)

Witness:

1. Signature

Name & Address & Seal

Bank's Seal

Authorization

2. Signature

Name & Address & Seal

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

**Name of the work:**

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

Tender No. "KKK-EN-TREE-ENUMERATION-PH-I"

Witness	Witness
Name	Name
Address	Address

**No Claim Certificate**

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

Thanking you,  
Yours Faithfully

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

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

**Real Time Gross Saving (RTGS)/ National Electronic Fund Transfer (NEFT)**

(Model Mandate Form)

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

**1.** Investor/customer's name

**2.** Particular's of Bank Account:

**A)** Name of the Bank:

**B)** Name of the Branch.

Address

Telephone no.

**C)** RTGS/NEFT IFS Code.

**D)** Type of the account (S.B. / Current or Cash Credit) with code.

**E)** Ledger and Ledger folio number.

**F)** Account number (as appearing on the Cheque book) (in lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

**3.** Date of effect

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

(.....)

Signature of the Investor/ Customer

Date

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Signature of Bank Authority

(With seal)

Signature of the tenderer/s

**Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria**

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. Partnership Firms are eligible to quote tenders.
3. The Partnership Firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the competent registrar or the partnership deed should have been notarized prior to date to 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 the 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 what so ever. 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 and award of the tender, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his/her credential shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under General Condition of Contract.
6. A Partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
7. The tender form shall be purchased and submitted only in the name of partnership firm and not in the name of any constituent partner. The EMD shall be submitted



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

- d)** No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner and that of the DFCCIL in respect of the tender/contract.
- 13.** The tenderer shall clearly specify that the tender is submitted on behalf of a partnership concern. The following documents shall be submitted by the partnership firm, with the tender.-**a)** A copy of registered/notarized partnership deed duly authenticated by Notary. **b)** Power of Attorney duly stamped and authenticated by a Notary Public or by a Magistrate from all partners of the firm in favour of one or more of the partners(s) or any other person(s) as detailed in para (8) above. **c)** An undertaking by all the partners of the partnership firm shall be given that they have not been black listed or debarred by DFCCIL or any other Ministry/Department of the Govt. of India/any State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or in any Firm in which they were/are partners. Concealment/wrong information in regard to above shall make the contract liable for determination under General Conditions of Contract.
- 14.** Evaluation of eligibility of a partnership firm Technical and Financial eligibility of the firm shall be adjusted based on satisfactory fulfilment of the following conditions:-**No eligibility criteria required for tender value less than 50 Lakh.**

**Bid Securing Declaration Form**

Date: \_\_\_\_\_

To,

**General Manager/Co-ordination/KKK,  
DFCCIL Dedicated Freight Corridor Corporation of India Limited  
3rd Floor, DCOS Building E-W Metro,  
Central Park Depot, Sector-I, Bidhannagar, Salt lake,  
Kolkata-700064, West Bengal**

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

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

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

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

**END OFDOCUMENT**