

Dedicated Freight Corridor Corporation of India Ltd.

**3rd Floor, Shree Bala Jee Commercial Complex, Plot No. C-2, Pocket-B, Sector-1,
Ved Vyas Puri, By Pass NH-58, Meerut-250002**

Tender Document

Name of Work: Supply and fixing Boundary post along newly acquired land by DFCCIL from Khurja to Dadri and Khurja to Talheri within the jurisdiction of CPM/Meerut.

Tender No: MTC/DFCCIL/Boundary Post/2013-14/OT

**BID DOCUMENT
NOT TRANSFERABLE**

Issued by : Dy. Chief Project Manager

Company Name : Dedicated Freight Corridor Corporation of India Ltd.,

Address : 3rd Floor, Shree Bala Jee Commercial Complex, Plot No. C-2, Pocket-B,
Sector-1, Ved Vyas Puri, By Pass NH-58, Meerut-250002

Issued to :

Dedicated Freight Corridor Corporation of India Ltd.**3rd Floor, Shree Bala Jee Commercial Complex, Plot No. C-2, Pocket-B, Sector-1,
Ved Vyas Puri, By Pass NH-58, Meerut-250002**

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Dedicated Freight Corridor Corporation of India Ltd.

**3rd Floor, Shree Bala Jee Commercial Complex, Plot No. C-2, Pocket-B, Sector-1,
Ved Vyas Puri, By Pass NH-58, Meerut-250002**

(Forwarding letter by Tenderer)

To,
Chief Project Manager
DFCCIL,
Meerut

Name of Work: Supply and fixing Boundary post along newly acquired land by DFCCIL from Khurja to Dadri and Khurja to Talheri within the jurisdiction of CPM/Meerut.

Ref: MTC/DFCCIL/Boundary Post/2013-14/OT

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of **Rs. Forty six Thousand four Hundred ninety only** has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

I/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.
OR
I/We do not commence the work within 10 days after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer/Bidder

Bidders/Tenderer's Address

Signature of Witness

Signature of Bidder

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For & on behalf of DFCCIL

Dedicated Freight Corridor Corporation of India Ltd.

**3rd Floor, Shree Bala Jee Commercial Complex, Plot No. C-2, Pocket-B, Sector-1,
Ved Vyas Puri, By Pass NH-58, Meerut-250002**

Section 1: Invitation for Bids (IFB)

Dear Sir,

Chief Project Manager, DFCCIL, Meerut, for and on behalf of DFCCIL invites open tender from the tendering firms/JVs for undertaking the work of "Supply and fixing Boundary post along newly acquired land by DFCCIL from Khurja to Dadri and Khurja to Talheri within the jurisdiction of CPM/Meerut"

1.0 DETAILS OF BID DOCUMENT

1.1 Tender documents: The Tender documents can be purchased from the office of CPM/MTC at 3rd Floor, Shree Bala Jee Commercial Complex, Plot No. C-2, Pocket-B, Sector-1, Ved Vyas Puri, By Pass NH-58, Meerut-250002 U.P on any working day from the 11:00 hrs to 17:00 hrs and up to **11.30 Hrs of 12.03.14** on payment of Rs 2,500/- (Non Refundable) in the form of Demand Draft/Bankers Cheque issued by any Nationalized Bank of India or any scheduled bank of India, in favour of DFCCIL, New Delhi Payable at New Delhi/Meerut (If the tender document is downloaded from website). If the tender document downloaded from the website, cost of Tender document of **Rs. 2,500/-** (Non Refundable) in the form of Demand Draft/bankers Cheque must be attached along with tender document.

1.2 Bids must be accompanied by an earnest Money of Rs 46,490/- by a crossed Demand Draft /Fixed Deposit Receipt/Bankers Cheque issued by any Nationalized/Schedule Bank at New Delhi drawn in favour of **Dedicated Freight Corridor Corporation of India Ltd.** and shall have to be valid for 30 days beyond the validity of the offer i.e. 90 days from the date of opening. **Bids received without earnest money shall be summarily rejected.**

1.3 Submission of bids:

1.3.1 Date and time for submission of offer: - up to 15:00 Hrs on 12.03.14.

1.3.2 Venue for submission of bids

DFCCIL, 3rd Floor, Shree Bala Jee Commercial Complex, Plot No. C-2, Pocket-B, Sector-1, Ved Vyas Puri, By Pass NH-58, Meerut-250002

1.3.3 Time for opening of offer: - 15.30 hrs on 12.03.14.

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

1.3.5 Address for Communication: Interested Bidders may obtain further information from the address given as below:

Chief Project Manager, 3rd Floor, Shree Bala Jee Complex, Plot No. C-2, Pocket-B, Sector-1, Ved Vyas Puri, By Pass NH-58, Meerut-250002 E-mail rkumar@dfcc.co.in

2.0 Tender opening

On the date specified in the tender notice, the envelopes of all tenderers will be opened in the presence of bidders/representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.

3.0 GENERAL

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

3.2 Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bids should be submitted in one envelope super scribed as follows:

Tender No.

Name of work

Date & Time of opening of tender

Name & Address of tenderer

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

4.0 Validity of the Bid

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

5.0 Tendering Procedure

5.1 Procedure for Submission of Bid

This is an open tender. Contractors are requested to submit a proposal in the language as specified in the Data Sheet.

5.2 Envelope should contain following documents

- i) Forwarding Letter given in the Bid document.
- ii) Earnest Money Deposit in the approved form as per Para 1.2 above.
- iii) Power of Attorney of authorized person who signed the tender
- iv) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Company
- v) This document duly signed on all pages including the Financial Offer.

6. Time Schedule

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

7. Rate

The contractor/bidder must quote a flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule. **This percentage shall be applicable on each item of the schedule uniformly.**

8. Bidders are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.

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

- i) On revocation of tender due to increase in rates by the firm after opening of tenders but before the validity of the tender.
- ii) On refusal to accept the work order after award of contract.
- iii) If the work is not commenced on the stipulated date of start of the work awarded to the Bidder.

Thanking you,

Yours faithfully,

Dy. Chief Project Manager
DFCCIL/Meerut

Section 2: Instructions to Bidders

- 1. Site visit:** - The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense.
- 2. Cost of Bidding:** - The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 3. Language of Bid:** - The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.
- 4. Currencies of Bid and Payment:** - The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
- 5. Period of Validity of Bids:** - Bids shall be valid for a minimum period of 90 days from the date of opening of the tender. A bid valid for a shorter period shall be rejected by the employer as non responsive.
- 6. Joint venture**
 - (a)** The tenderer may be a joint venture (JV) firm with identified partners. But such joint venture should be register with Registrar of Companies (in case of corporate JV) or Registrar of Firms (in case of partnership JV) before submission of offers. The offers of Consortium or un-registered Joint Ventures will not be considered.
 - (b)** In case of joint venture the lead partner is responsible for performing the key function in contract management shall be nominated as being in charge during the bidding period and in the event of a successful bid, during contract execution, the lead partner shall be authorized to incur liability and receive instructions for and on behalf of any and all partners of joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners of the joint venture with further stipulation that it shall be valid for entire period of completion of the work.
 - (c) (i)** All partners of the joint venture shall be legally liable, jointly and severally, during the bidding process and for the successful execution of the contract in accordance with the contract terms, and specific clause to this effect shall be include in the Joint Venture agreement.
 - (ii)** No. of partners in JV should be limited to 3.
 - (iii)** A copy of the Joint Venture Agreement (JVA) as well as necessary documentation regarding incorporation of registration of JV/SPV shall be submitted along with tender documents. The JVA shall include among other things, the joint venture's objectives, the contribution of each partner to the Joint venture agreement, finance operation, role and responsibility of the each partner covering all aspect of the planning and execution of the work, the commitment of the partners to joint and several liability for due performance.
 - (iv)** In addition, recourse/sanction within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities shall be spelt out and shall be binding on each partners of joint venture.

- (d) The JV shall also submit an unconditional undertaking along with tender documents to the effect that there shall be no change of constituting parties during the process of award of contract and thereafter during the currency of the contract in case the contract is awarded.
- 7. Format and Signing of Bid:-** Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initiated by the person signing the bid.
- 8. Deadline for Submission of Bids:-**Bids must be received by the Employer at the address and no later than the date and time indicated in Bid document.
- 9. Late Bids:-**The Employer shall not consider any bid received after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late and rejected.
- 10. Signing of Contract:** - The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the employer through a letter of acceptance. In response the successful bidder should sign the contract agreement (**Annexure-II**) within 15 days from the date of issue of acceptance letter.
- 11. Corrupt Practices:-**The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.
- 12. Security deposit:-**The security deposit will be equal to 5% of the value of the contract. The earnest money of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of **10%** from each of the running bill of the contractor till the realization of full amount of security deposit as per contract.
- 13.** It is the DFCC's policy that the Contractor under contracts observes the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC.
- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
- (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "**fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "**collusive practices**" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- (iv) "**coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will 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

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

15.0 Preparation of proposal

15.1 A firm shall submit only one offer against the bid. In case, a firm submits more than one bid, such a firm will be disqualified.

15.2 The proposal should include a covering letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangement and certify that each associated firm performs its designated tasks under the assignment if the lead firm is awarded the contract.

15.3 Tenderers are requested to submit a proposal in ENGLISH language.

15.4 In preparing the Financial Proposal, Tenderers are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer and will result in rejection of the proposal submitted by the Contractor.

15.5 While preparing the Bid/Proposal, Tenderer must give particular attention to the following:

(i) Bid Security (i.e. Earnest Money): - Bids must be accompanied by a Bid Security of requisite amount as detailed in IFB in the form of crossed Demand Draft/Fixed Deposit Receipt / Banker's Cheque issued by any Nationalized/Scheduled Bank payable at New Delhi/Meerut in favour of Dedicated Freight Corridor Corporation of India Ltd., and shall be valid for a period as specified in IFB. **Bids received without Bid Security shall be summarily rejected.**

(ii) Tenderer shall have to give an affidavit that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. If any stage till the stage of finalization it comes to the knowledge of tender committee nominated by DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected even if that firm is lowest. In that case next higher bidder will be considered.

16. Eligibility Criteria for Tenderer

(i) The tenderer/bidder should have COMPLETED AT LEAST ONE similar single work for a minimum value of 35% of advertised tender value of work in the last 3 financial years (i.e. current year and three previous financial years. (Date of start of work may not fall in this period.)

(ii) The total contract amount received by the bidder/tender during last three financial years and in the current financial years should be minimum of 150% of the advertised tender value of work.

Note: - Similar work means: Any Concrete works

16.1 Tenderer must submit the documents/certificates of the completed work from state/central govt. organization/PSUs in support of information submitted against Para 16 (i) above. The certificate from private individuals whom such works are executed/being executed shall not be accepted.

16.2 Tenderer must submit the audited financial statements/documents/certificates in support of information submitted against Para 16 (ii) above, failing which his/their offer may be rejected without any correspondence with the tenderer at the sole discretion of DFCCIL.

17.0 Submission, Receipt and Opening of Proposals

- 17.1** The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the proposals.
- 17.2** An authorized representative of the firm shall initial all pages of the Proposal. The representative's authorization in *original/notarized* is confirmed by a written Power of Attorney accompanying the proposal.
- 17.3** Tenderer shall submit one "Original" proposal only. The envelope must be clearly marked "**DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCC'S REPRESENTATIVES**"
- 17.4** Completed proposal must be delivered at the Submission address mentioned in the document on or before the time and date stated in the section 1. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

18.0 PROPOSAL EVALUATION

General

- 18.1** The Financial Proposals shall be opened publicly in the presence of the Tenderer's representatives who choose to attend. The name of the Tenderer, **the proposed prices** shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening. Tenderer must cover their quoted unit rates with transparent adhesive tape for evaluation of their proposal.
- 18.2** Lowest eligible bidder shall be awarded the work.

19.0 Negotiations

- 19.1** The aim of negotiations is to reach agreement on all points, an initial draft contract by the conclusion of negotiations.
- 19.2** Negotiations will be held at the date and address indicated subsequently through net/telephone. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

20.0 Award of Contract

- 20.1** The DFCC will issue a letter of award to the successful Tenderer after the negotiations (if any) have been completed and all terms and conditions have been settled between client and the successful Tenderer.
- 20.2** Within 7 days from the date of issue of the letter of award, the successful Tenderer will be required to (i) execute the Contract Agreement as per General Conditions of Contract (**section-3**) and Special Conditions of Contract (**section 4**).
- 20.3** The successful firm / consultant with whom the contract is signed shall commence the assignment within 7 days from the date of issue of acceptance letter.

21.0 Confidentiality

- 21.1** Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process.

Section 3: General Condition 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.

1.0 DEFINITIONS

Unless excluded by or repugnant to the context:

- a) "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.
- b) The expression "Department"/ "client"/ "employer"/ "corporation"/DFCCIL as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd. Which expressions shall also include its legal successors and permitted assigns.
- (c) "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 furnished or approved in writing by the Engineer In Charge.
- (d) "Engineer/Engineer In Charge/Employer's representative" of the work shall mean the 'Representative appointed by DFCCIL, its legal successors and assignees to undertake various duties and functions in connection with this contract and project.
- (e) 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.
- (f) 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 condition 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 incorporate in it by internal consent.

- (g) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- (h) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- (i) 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.

- (j) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in the day.
- (k) A "Months" shall mean a calendar month.
- (l) A "Week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- (m) "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection military or usurped power, any acts of God, such as earthquake, lightning and un-precedent floods over which the contractor has no control.
- (n) "GCC" mean the General Conditions of Contract.
- (o) "Government" mean Government of India.
- (p) "Letter of Acceptance" means the formal acceptance letter from the Employer of the Tender.
- (q) "Local currency" means the currency of Government of India.
- (r) "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- (s) "Urgent works" shall mean any measure, 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.
- (t) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

2.0 Performance Guarantee (P.G.)

- 2.1** On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of DFCCIL, New Delhi/Meerut. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA) Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31 st day after the date of issue of LOA.
- 2.2** This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 2.3** The Performance Guarantee (PG) shall be released after the physical completion of the work based and the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'Na Claim Certificate'.
- 2.4** Wherever the contract is rescinded, the security deposit 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.
- 2.5** The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (notwithstanding and to 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.

3.0 Security Deposit

The security deposit will be equal to 5% of the value of the contract. The earnest money of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of 10% from each of the running bill of the Bidder till the realization of full amount of security deposit as per contract. The security deposit shall be returned to the agency without any interest when the agency ceases to be under any obligations under the work i.e. after completion of defect liability period i.e. after 120 days of the satisfactory completion of the work.

4.0 Supervision and Superintendence

4.1 Contractor's Supervision

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

5.0 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.

6.0 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 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.

7.0 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.

8.0 LAWS AND REGULATIONS

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

9.0 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.

10. 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.

11. SERVICE TAX

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

12. 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.

13. 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.

14.0 DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

14.1 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.

14.2 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.

14.3 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.

14.4 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:
Any force majeure event referred to in Clause 20.0 or
Any relevant order of court or

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.

14.5 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.

14.6 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: -

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.

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.

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.

14.7 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.

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

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

15.1 Conditions leading to determination of' contract

1) If the Firm/Contractor

- a) Becomes bankrupt or insolvent, or,
- b) Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c) Being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or

- d) Has execution levied on his goods or property or the works, or
- e) Assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f) Abandons the contract, or
- g) Persistently disregards instructions of the 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 with in 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, gents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k) Suppresses or gives wrong information while submitting the tender.

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).

- 15.2** 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.

16.0 DETERMINATION OF CONTRACT ON EMPLOYER / ENGINEER'S ACCOUNT

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

- 16.2** In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and 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.

17.0 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/DFCCIL and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out at the expenses of the Engineer's order as to the disposal of the same.

18.0 LABOUR RULES

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

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

19.0 FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

20.0 SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the Employer / Engineer and the Bidder 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:

20.1 Mutual Settlement

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

20.2 Conciliation/Arbitration

20.2.1 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.

20.2.2 If the Bidder is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Bidder may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter **calls 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.

20.2.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Bidder. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Bidder 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 Bidder.

20.2.4 In case, the Bidder 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 Bidder 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.

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

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

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

20.2.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Bidder.

20.3 Settlement through Court

It is a term of this contract that the Bidder shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 14.1 and 14.2.

20.4 Suspension of work

The Obligations of the Employer, the Engineer and the Bidder shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration nor shall payments to the Bidder continue to be made in terms of the contract.

20.5 Award to be binding on all parties

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

20.6 Exception

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

20.7 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be Meerut only.

Section 4

Special Conditions of Contract and Specifications

Name of work: - Supply and fixing Boundary post along newly acquired land by DFCCIL from Khurja to Dadri and Khurja to Talheri within the jurisdiction of CPM/Meerut

1.0 Detailed Scope of Work

The scope of work under this tender includes –

- 1.1 Fixing of Boundary Post/Pillars or Railways released sleepers on proposed boundary for demarcation of proposed IR/DFCCIL boundary for land acquisition under CPM/MTC's jurisdiction Khurja-Dadri and Khurja-Talheri.
- 1.2 Fixing Boundary Post/Pillars or Railways released sleepers on Proposed Boundary marking, including excavation & (White Wash/Distemping), painting and writing NC Railway/DFCCIL/NR Railway (As per the approval of Engineer in charge).
- 1.3 Supplying of boundary Post/Pillars, Transport & shifting of Boundary Stone including Railways released sleepers on proposed Boundary Marking including loading, leading & unloading. Which may involve road Truck /Tractor etc., for placement of Sleeper/Pillars/post one first by Manual/Tractor/Truck, loading up to leading point then shifted/Transportation to nominated place with all labour & machineries, such as Truck/tractor etc.
- 1.4 Excavation of Land pits and fixing of Boundary post with the help of Nominal Concrete mix (1:3:6) and proper Curing for strengthening.
- 1.5 Size of Boundary post/pillar should be 50x150x1500 with reinforced bar as per specification/drawing.
- 1.6 The land boundary pillars to be maintained for a period of 2 years till final taking over of land by Railway whichever in earlier.
- 1.7 Contractor has to make his own arrangement /path to approach the site.
- 1.8 Contractor has to ensure the fixing of boundary pillars at correct location as per land acquisition by keeping intact the marking/muttams without disturbing by any outsiders till erection of boundary pillars.
- 1.9 Contractor is supposed to arrange all consumables required for the work including water etc.
- 1.10 Contractor shall be ready all the time of work for arrangement and verification by site engineer of DFCCIL for correctness and quality of execution.
- 1.11 At the time of verification GPS co-ordinate for all boundary pillars to be recorded jointly with DFCCIL representative. Instrument shall be provided by DFC for recording co-ordinates. Nothing extra will be paid on this account.

2.0 Quantity Variation

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% variations shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

3.0 Rates

- 3.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 3.2 All statutory taxes and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.

4.0 Payment Schedule

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

4.1 On Account Payment

- a. The Bidder/Contractor shall be entitled to be paid from time to time normally once in a calendar month, by way of "On account" bills, only for such Works, as, in the opinion of the Engineer, the Bidder/Contractor has executed in terms of the Contract.
- b. The Bidder/Contractor shall submit the on-account bills, by the date stipulated by the Engineer, supported with measurements, jointly acknowledged and accepted in the measurement books.
- c. After preliminary scrutiny and certification and certification by the Engineer payment of the certified amount shall be made as far as possible by the Employer within 15 days but not later than 60 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Bidder/Contractor.
- d. Such payments made by the Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in the earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Bidder/Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the bidder within 7 days, failing which he shall have to pay interest @ 10% per annum with monthly rest till the said extra amount is paid back by him.

Section 5: Financial Bid**SCHEDULE OF QUANTITIES FOR SLICE 102,103**

Name of Work: -Supply and fixing Boundary post along newly acquired land by DFCCIL from Khurja to Dadri and Khurja to Talheri within the jurisdiction of CPM/Meerut.

Sr.	Item	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Supply and fixing precast M-20 RCC pillars of size 150x150x1500mm as per scope of the work and technical specifications with contractors own materials, tools and plants including all leads, lifts and crossings of tracks etc, complete. The cost of pillars under this item includes the cost of cement and steels, leading up to the site and fixing as a complete job.	Each	3514	524	18,41,336
2	Shifting and fixing of Boundary sleeper on proposed boundary marking including excavation and white washing/distempering, painting and writing NC/NR Railway as the case may be (as per approval of engineer in charge), transport and shifting of sleepers on proposed boundary marking including loading & unloading, which may involve road crane for placement of sleepers first by manual/ tractor/crane loading up to leading point then shifting/transporting to nominated place between 0.00 km to 50 km with all labour and machineries such as crane, tractor etc. Sleeper should be embedded 0.9 m below ground level.	Each	1000	483	4,83,000
Total Rs. 23,24,336.00					

% (Percentage above/at par/below should be entered by the bidder/tenderer in figures and Words.

My rates are.

Schedule	% above /at par/ below	
	In figure	In words
Schedule 'A'		

Note:-

- The rate(s) should be quoted in figures and words both.
- If there is variation between the rates(s) quoted in figure and words, the rate(s) quoted in words shall be taken as correct and considered for evaluation of tender. If more than one or improper rates(s) is /are quoted/tendered for the same item(s) the tender is liable to be rejected.
- Bidder(s) is/are required to quote his/their rates only on the prescribed tender document at prescribed place there in which is/are purchased from nominated DFCCIL office or down loaded from the web site.

ANNEXURE – I

BIDDER'S GENERAL INFORMATION

1-1 Bidder's Name : _____

1-2 Number of Years in Operation : _____

1-3 Registered Address : _____

1-4 Operation Address if different from above: _____

1-5 Telephone Number : _____
(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address & Web Site : _____

1-7 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 Service Tax No.:

1-11 Pan No.:

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

(Seal & Signature of Bidder)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

DFCCIL

Name & Address of Project.

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

WHEREAS _____ [name and address of Bidder] (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of contract and brief description of works] (hereinafter called "the contract").

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, upto a total of _____ [amount of Guarantee], _____ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____

Address: _____

Date: _____