

Dedicated Freight Corridor Corporation of India Ltd.

(A government of India Enterprise under Ministry of Railways)

Name of Work: -“Demarcation of DFC ROW with M20 RCC (150mmx150mmx1225mm) pillars and Dismantling of structure and Disposal of debris in Andal-Gomoh of Phase-I section.”

Single Packet OPEN TENDER

Tender No- KKK-EN-PILL-UDL-GMO-PH-I

(PARTICIPATION THROUGH E-TENDER ONLY)

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

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

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

E-Tender No.

KKK-EN-PILL-UDL-GMO-PH-I

TABLE OF CONTENTS

S.No.	Description	Page No.
1.	Section 1 Invitation Inviting Tenders (NIT)(Online)	03
2.	Section 2. Format for Covering Letter for Tenderer	04
3.	Section 3 Information and Instructions to Tenderer(s)	5-8
4.	Section 4 General Conditions of Contract	9-26
5.	Section 5. Other Conditions of Contract	27-31
6.	Section 6. Technical Specifications	32-35
7.	Section 7. Schedule of Rate & Quantities	36-37
8.	Annexure- I Certificate of not having been blacklisted	38
9.	Annexure- II Bidder's general information	39
10.	Annexure- III Constitution of company	40
11.	Annexure- IV Form of performance security	41-42
12.	Annexure- V Form of Agreement	43-44
13.	Annexure- VI No Claim certificate	45
14.	Annexure- VII Real time gross savings(RTGS)/National	46
15.	Annexure- VIII Guidelines for Partnership Firm	47-49
16.	Annexure- IX Statement of works completed by the contractor during last three financial	50
17.	Annexure- X Details of contractual payment received in last three financial years & current financial year.	50
18.	Annexure- XI Format for certificate to be submitted by tenderer	51
19.	Annexure- XII Check list for documents to be submitted	52
20.	Annexure- XIII Bid Securing Declaration Form	53
21.	Annexure- XIV Proforma of 7 days notice	54
22.	Annexure- XV Proforma of 48 Hours notice	65
23.	Annexure- XVI Proforma of Termination notice	56
24.	Annexure- XVII Boundary Pillar Drawing	57
25.	End of Tender Document.	58

Section 1

NOTICE FOR INVITING E-TENDER

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

1.	Tender No.	KKK-EN-R&R-NON GOVERNMENTAL ORGANIZATION-Ph-I
2.	Name of Work	"Demarcation of DFC ROW with M20 RCC (150mmx150mmx1225mm) pillars and Dismantling of structure and Disposal of debris in Andal-Gomoh of Phase-I section."
3.	Estimated Cost of Work	Rs. 74,21,740/- (Rupees Seventy Four Lakh Twenty one thousand seven hundred and forty Only)
4.	Completion Period	06 (Six) months
5.	Type of BID	Single Stage Single Packet Open E-Tender
6.	Tender Document Cost (Non-Refundable)	Rs. 5,000/- Plus @18% GST = Rs. 5,900/- (Rupees Five Thousand NineHundred Only) to be deposited online through payment gateway provided at www.ireps.gov.in
7.	Earnest Money	To be submitted in the form of Bid Security Declaration as per Annexure – IX of Tender Document. Non submission of same, offer will be summarily ejected.
8.	Uploading of NIT & Tender Document	20/09/2021 at 17:00 hrs on www.ireps.gov.in
9.	Last Date & Time of Submission of tender (Online)	11/10/2021 at 13 :00 hrs on www.ireps.gov.in
10.	Date and Time of Opening of Tender (Online)	11/10/2021 at 13 :30 hrs on www.ireps.gov.in
11.	Validity of the offer	120 days from the date of opening of the tender.
12.	Retention Money / Security Deposit	5% of Contract Value (to be deducted from On-account payment @10% till the value reaches 5% of Contract Value)
13.	Address for Communication	General Manager/Co-ordination/Kolkata Dedicated Freight Corridor Corporation of India Ltd., 3 rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064 Mob No. 8511188332
14.	Help Desk for E-tendering	www.ireps.gov.in 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 https://www.ireps.gov.in and phone No. 011-23761525 (IREPS Helpdesk No.)
15.	Availability of Tender Documents	The Tender documents can be downloaded from www.ireps.gov.in . Tenderer who wishes to view free Notification and Tender documents can visit www.ireps.gov.in DFCCIL can issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least 7 days in advance of date of opening of tender and placed on the website www.ireps.gov.in only
<u>DATE & TIME SCHEDULE</u>		
1.	Date of uploading NIT (Online Publishing Date)	20.09.2021 at 17:00 Hrs
2.	Bid Submission (Online) Start Date	20.09.2021 at 17:00 Hrs
3.	Bid Submission (Online) End Date	11.10.2021 at 13:00 Hrs
4.	Bid Opening (Online) Date & time	11.10.2021 at 13:30 Hrs

Section 2

Format for Covering Letter for Tenderer

(On letter head of firm/ Company)

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

Name of Work: -"Demarcation of DFC ROW with M20 RCC (150mmx150mmx1225mm) pillars and Dismantling of structure and Disposal of debris in Andal-Gomoh of Phase-I section."

Tender No:KKK-EN-PILL-UDL-GMO-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 packet Open E-tender for acceptance for a period of 120days 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 Otherconditions as lay down by the DFCCIL Administration for the execution of present contract.

The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:

- i) I/We do not execute the contract agreement within 30(days) from the date of issue of Letter of Acceptance; 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.

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 ofTenderer)

Name and Address of Tenderer

Signature of Witness

Name and Address of Witness

Section 3

Information and Instructions to Tenderer(s)

3.0 The salient features of the contract are as follows:

i.	Tender No.	KKK-EN-PILL-UDL-GMO-PH-I
ii.	Name Work of	"Demarcation of DFC ROW with M20 RCC (150mmx150mmx1225mm) pillars and Dismantling of structure and Disposal of debris in Andal-Gomoh of Phase-I section."
iii.	Duration of Contract	06 months from the Date as specified in the letter of Acceptance
iv.	Estimated Cost of Work	Rs. 74,21,740/- (Rupees Seventy Four Lakh Twenty one thousand seven hundred and forty Only)
v.	Earnest Money	To be submitted in the form of Bid Security Declaration as per Annexure – IX of Tender Document. Non submission of same, offer will be summarily ejected.
vi.	Performance Security Deposit	3% of Contract Value form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 3 % of the contract value to the DFCCIL within 30 days after issue of Letter of Acceptance and before signing of the Agreement
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)

3.1 Submission of E-Tender:

Tender Document Obtaining Process

It is mandatory for all Tenderers to have Class-III 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), in the name of the person who will submit the Online tender and is authorized to do so.

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

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.

Submission of Offer:

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

3.1.2.2 All the required documents (legible) as mentioned in Check list (Annexure-XIII) from S.No,1-12 to be uploaded, out of which S.No, 1-8 is to be uploaded invariably along with the offer on www.ireps.gov.in failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.

3.1.2.3 The detailed instructions of e-tendering can be read through website www.ireps.gov.in.

3.1.2.4 The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in

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

3.1.2.6 The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in.

3.1.2.7 The bid shall be accepted through Online mode only.

3.1.2.8 Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves all rights to modify, expand restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.

3.1.3 The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting, 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.

3.1.4 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.

3.1.5 All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Compliance of any of the instructions contained in the Tender Document is liability of bidder.

3.1.6 After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.

3.1.7 For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:

- Financial Bid.
- Notice inviting Tender.
- Instructions to Bidders.
- Scope of Work.
- Other Conditions of Contract.
- Technical Specification
- 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.

3.1.8 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.

3.1.9 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.

3.1.10 DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever

and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this Regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.

3.1.11 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.

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

3.1.13 Modification/Substitution/Withdrawal of Bids:

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

3.1.14 Opening and Evaluation of Bids:

- i) E-Tender shall be opened Online at the 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 Tender Opening.

Address: Online Opening of Tender

Office of General Manager/Co-ordination,

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

- ii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signature are not same, the Bid shall be considered Non-Responsive
- iii) The Authority shall Open Bid Documents received in electronic form Online at 13.30 hours on 11.10.2021

3.1.15 Deadline for Submission of Tender:

Tenderer Must ensure to complete the tender submission process in time as www.ireps.gov.in will stop accepting any Online Tender after Tender Closing Due Date & Time (13:00 Hrs. of 11.10.2021).

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

Work before submitting their offer.

3.1.17 Cost of Tender Document:

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

3.1.18 Earnest Money Deposit (Tender Security):

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

3.1.19 Eligibility Criteria:

As per Clause 4.14 of General Conditions of Contract (Section 4).

3.1.20 Canvassing

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

3.1.21 Award Of Contract:

Employer shall notify the successful tenderer in writing by a Registered Letter/Email/Courier/Speed Post or per bearer that his tender has been accepted. 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

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

4.1.1 Definitions:

Unless excluded by or repugnant to the context:

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.

"Officer"/ "Officer-in-charge"/ "DFCCIL's representative" of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.

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 Other 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.

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.

The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.

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.

A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

A "month" shall mean a calendar month.

A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

“Client” means Dedicated Freight Corridor Corporation of India Limited.

“Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.

“Data Sheet” means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.

“Day” means calendar day.

“Government” means the Government of India.

“Personnel” means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;

“Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.

“Proposal” means the Technical Proposal and the Financial Proposal.

“RFP” means the Request ForProposal prepared by the Client for the selection of Tenderer(s).

“Services” means the work to be performed by the Tenderer(s) pursuant to the Contract.

“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.

“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.

“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, lighten in gandun-precedent floods over which the contractor has no control.

“GCC” mean the General Conditions of Contract.

“Letter of Acceptance” means the formal acceptance letter from the DFCCIL of the Tender.

“Local currency” means the currency of Government of India.

4.2.0 General information

4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.

4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).

4.2.3 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The 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).

4.2.4 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.

- 4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.
- 4.2.6 It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:
- 4.2.7 Defines, for the purpose of this paragraph, the terms set forth below as follows:
- 4.2.8 "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;
- 4.2.9 "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- 4.2.10 "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, non competitive levels;
- 4.2.11 "Coercivepractices" 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.
- 4.2.12 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;
- 4.2.13 Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged incorrupt or fraudulent practices in competing for, or in executing, a contract; and
- 4.2.14 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3.0Communication and Language of Contract

4.3.1Communication to be in writing.

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

4.4.0Interpretation

In the contract, except where the context requires otherwise:

- 4.4.1**Words indicating one gender include all genders,
- 4.4.2**Words indicating the singular also include the plural and words indicating the plural also include the singular,
- 4.4.3**"Written" or "in writing" means hand-written, typewritten, printed or electronically made and resulting in a permanent record, and

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

4.5 Language of Contract

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.

4.6 Entire Agreement

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

4.7 Modifications

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

4.8 Care in Submission oftenders: -

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.

4.9 Rights of the DFCCIL to Deal with Tender: -

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

4.10 Omissions & Discrepancies: -

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.

4.11 Partnership Deed

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.

4.12 Performance Guarantee(P.G)

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

if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work.

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.

The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (Five percent) for the excess value over the original contract value shall be deposited by contractor.

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'.

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.

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.

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

4.13 Securitydeposit

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.

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

Security Deposit for each work should be 5% of the contract value

The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,

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.

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.

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

4.14 Tenderer(S)'s credential: -

A) Technical Eligibility Criteria:-

SN	Criteria	Documents required
1	<p>The tenderer must have satisfactorily completed any of the following during last 7 years, ending last day of month previous to the one in which tender is invited:-</p> <ul style="list-style-type: none"> i) Three similar works each costing not less than the amount equal to 30% (Rs.22,26,522/-) of advertised value of the tender, or ii) Two similar works each costing not less than the amount equal to 40% (Rs. 29,68,696/-) of advertised value of the tender, or iii) One similar works each costing not less than the amount equal to 60% (Rs. 44,53,044/-) of advertised value of the tender (in Railway/ DFCCIL/ Railway PSU in Railway Projects of any civil engineering construction work 	<p>The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photocopies of original certificates of client. The bidder shall also submit the Performa given in Annexure-IX of the bid document.</p>

Note:-

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

B) Financial Eligibility Criteria:

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

Note;:

1. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
2. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
3. If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical

credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.

4. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
6. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
7. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
9. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners
10. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

11. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
 12. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
 13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
 - 14.. In case company A is merged with company B, then company B would get the credentials of company A also.
- 4.14.1** The tenderer shall provide satisfactory evidence in support of their technical and financial eligibility, which are acceptable to DFCCIL, as follows:-
- a) For Technical eligibility criteria, the details will be submitted as per **Annexure – IX** along with supporting documents
 - b) For Financial eligibility criteria, the details will be submitted as per **Annexure – IX** along with supporting documents out
 - c) In case the Tenderer(s) do not submit any proof to meet the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete.
- 4.14.4** All photocopies should be uploaded with the tender form duly self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self –attestation shall include signature, stamp and date.
- 4.14.5** The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-XI**. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

4.15 Agreement:

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

4.16 Changes in Address:

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

4.17 Supervision and Superintendence

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

4.18 Protection

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

4.19 Workmen

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

4.20 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 program, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

4.21 Obligation of DFCCIL

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

4.22 Force Majeure

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

4.23 Indemnity

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

4.24 Defense of Suits

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

4.25 Other Terms and Termination

Contract shall be deemed to have commenced as on from date of issuance of letter of Acceptance and shall be in force for an initial period of as specified in the LOA/tender document.

Notwithstanding anything contained herein DFCCIL may issue, a notice (Proforma at Annexure-XIV) in writing to that effect and if the contractor does not within seven days after the delivery to him such notice proceed to make good his default in so far as the of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hour's notice (Proforma at Annexure-XV) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hour's notice, a final termination notice (Proforma at Annexure-XVI) should be issued.

Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.

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

4.26 Laws and regulations:

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

India.

4.27 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.

4.28 Incometax

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

4.29 Goods and Services Tax

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

4.30 Permits, Fees, Taxes & Royalties

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt. except Goods and service tax. The service tax liability on the Contractor will be governed by clause 4.30 of the tender document. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

4.31 Statutory Increase in Duties, Taxes etc.

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

4.32 Delay and Extension of Contract Period / Liquidated Damages

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.

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

4.32.1 Extension due to modifications

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

4.32.2 Delays due to Employer

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

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

4.32.3 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 reasonable.

4.32.4 Delays due to Firm/Contractor and Liquidated Damages

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

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.

4.32.5 Engineer's decision on compensation payable is final.

4.32.6 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.

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

4.33 Determination of Contract Due to Firm/Contractor's Default Conditions Leading To Determination of Contract

- 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 DFCCIL official or contravenes any provisions of the contract, or
- h) failstotakestepstoemploycompetentand/oradditionalstaffandlabour,or
- i) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- j) Suppresses or gives wrong information while submitting the tender.

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

4.34 Determination of Contract On DFCCIL/ Engineer'saccount

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

4.35 Fossilsetc.:

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

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

4.36 Labourrules

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.

4.37 Compliance of Variousacts:

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

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

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

4.39 Settlement of Disputes

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

4.40 Mutual Settlement

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.

4.41 Conciliation/Arbitration

4.41.1It is a term of this contract that Conciliation/Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.

4.41.2If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

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

4.41.4 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.

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

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

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

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

4.42 Award to Be Binding on all Parties

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

4.43 Substitute Arbitrators:

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

4.44 Interest on Awarded amount

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

4.45 Settlement Through Court

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.

4.46 Exception

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

4.47 JURISDICTION OF COURTS

Jurisdiction of courts for dispute resolution shall be Kolkata only.

4.48 Client's Obligations

4.48.1 Assistance and Exemptions:

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

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (d) Issue to officials, agents and representatives of the Government all such Instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) Assist the Consultants and the Personnel and any Sub-consultants employed by the consultants for the services from any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- (g) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SCC.

4.48.2 Access to Land

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

4.48.3 Changes in the Applicable Law

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

4.49 Payment

In consideration of Services successfully and satisfactorily performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in manner as is provided by Clause GCC 4.48 of this Contract.

Section 5

Other Conditions of Contract

5.1 Introduction

5.1.1 “Demarcation of DFC ROW with M20 RCC (150mmx150mmx1225mm) pillars and Dismantling of structure and Disposal of debris in Andal-Gomoh of Phase-I section” under this tender includes:

5.2 Detailed Scope of Work:

Supply of Precast Pillar:

- i) Pillars shall be supplied **as specified in Annexure-XVII**, at various specified locations as directed by engineering incgarge at detour or parallel locations without any additional cost.
- ii) The item includes all cost of necessary materials like cement, steel, stone aggregate, sand, water for casting and curing and all labour will be borne by the contractor.
- iii) Before casting reinforcement to be verified by Site Engineer/DFCCIL as concreting will be done duly after approval of site engineer of DFCCIL.
- iv) Casting of pillars will be inspected by DFCCIL's Engineer in Charge or representative.
- v) Work included proper curing of pillars as directed by Site Engineer/DFCCIL and arrange cube test report for confirmation of grade of concrete as per provision of IS code.
- vi) The cost is inclusive of one coat or more of painting on all surface of pillar and letter written as directed by DFCCIL. No other charges shall be paid by DFCCIL over and above the accepted rate.
- vii) Transportation of pillar at appropriate locations as directed by Site Engineer/DFCCIL is contractor's responsibility.
- viii) Mode of payment for this item is per no. However, payment will be done after actual erection of the pillars done at site.
- ix) Concrete and steel site register shall be maintained by the contractor for necessary test checks as per IS code.
- x) Quality of required materials shall be approved by DFCCIL engineering incharge.

Erection of Precast Pillar:

- i) For the purpose of fixing, the quoted rate shall include digging of hole 450x450x450mm and PSC concrete M10 required for erection of the pillars at interval of pillars are 50m @ C/C **as specified in Annexure-XVII** or as per direction of Site Engineer/DFCCIL.
- ii) The item includes cost of transportation from specific location to requisite locations for erection and fixing as directed by DFCCIL officials and as per the design provided. Also inclusive of excavation of earth, concreting and filling back the excavated earth as required as per site conditions including cost of necessary materials like cement, stone aggregate, sand, paint, water for casting and curing

and all labour will be borne by the contractor.

- iii) Pillars will also be written ER/ECR Letter and Sr. No. with Red Paint on white background (Background colour will cover whole pillar of exposed surface) with details as directed by DFCCIL. No other charges shall be paid by DFCCIL over and above the accepted rate.
- iv) Mode of payment for this item is per no. However, payment will be done after actual erection of the pillars done at site.

5.2.1 Demarcation of DFCCIL ROW as per Approved Land Acquisition Plan:

- i) Demarcation of ROW of DFCCIL, Gomoh-Andal should be done as per approved Land Plan of DFCCIL alignment and as per instruction of DFCCIL site in-charge. Up to date land plans will be available in the DFCCIL CGM office or Camp offices under and copies should be made available to the Site In-charge whenever required for demarcation of ROW. Non-availability of land plans should not be a ground for wrong demarcations of land boundaries work dealing with outsiders
- ii) Demarcation of DFCCIL ROW in different Villages should be done with liaisoning with State Govt. Authority in Gomoh-Andal section wherever necessary.
- iii) Trained Surveyor, amin and chainman shall be engaged for demarcation work. ROW should be marked with temporary pegging or with other means.
- iv) For proper demarcation of land boundaries Para 1047 of the Indian Rlys. Code for the Engg. Deptt.(1993 Edition) provides as under:
 - All land permanently occupied for the purposes of DFCCIL Project, shall have its boundaries defined on the ground in such a manner as to enable such boundaries to be readily ascertained and identified.
 - Where the boundary mark is continuous, the boundary of the DFCCIL/Railway land is to be on the outer edge of the boundary pillars.
 - Where a boundary is situated at some distance within the boundary and does not mark the actual limit of the DFCCIL acquire land/ Railway land, it will be necessary to have the actual boundary of the DFCCIL ROW properly marked and defined in accordance with these rules.

5.2.2 Hiring of JCB Machine (in good working condition) for leveling and dressing ground / dismantling structures including disposal of debris through dumpers etc. with contractor's labour, JCB machine, machine operator, fuel etc. The contractor shall arrange road permit for vehicle for all the States of operation, as per instructions of engineer in-charge and vehicle shall not be more than three years old. Payment shall be made for actual working hours at site.

- For working at site proper site register will be maintained by the contractor as per instruction of engineering in-charge of DFCCIL.
- Disposal of debris: Dismantling of structures shall be stacked by the contractor within a distance of minimum 100 metres outside the ROW of DFCCIL through dumpers under site clearance as per instructions of the Engineer. The contractor shall have no claim to any released materials of dismantled Structures or other material removed during site clearance and the same shall be the property of the DFCCIL

5.3 Payment Schedule

- 5.3.1 The payment of NS1 will be made on completion of schedule of work. i.e. after actual erection of pillar on each RA bill.
- 5.3.2 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.
- 5.3.3 No price escalation is permitted and price escalation clause is not permitted in this tender.
- 5.3.4 The boundary pillars will be maintained till completion of the work under the contract and handing over the same whichever is later. Any deviation in quantity due to theft or any reason, contractor have to take action. After satisfactory completion of the work and handing over of site final measurement will be done.
- 5.3.5 For payment under item no NS2, the work of demarcation has to be completed in all respect in each revenue village.
- 5.3.6 For payment under item no NS3, a proper logbook has to be maintained by engineering in charge duly counter signed by representative of agency. Each program of dismantling has to be planned in advance and declare for arrangement of necessary machine by the agency. DFCCIL is not in favor of any machine standing at site without joint program.

5.4 Payment of Royalty Charges

All taxes, royalty charges, etc. of whatever nature in connection with the work including extraction and supply of rubble stone/stone ballast/sand/moorum/earth or any other material used on the work shall have to be borne by the Contractor. The Contractor will be required to obtain a royalty clearance certificate from the concerned Revenue Authorities/Collector and produce the same to the Engineer after completion of the supply but before release of the final bill.

5.5 Royalties and Patent Rights:

The Contractor shall defray the cost of all royalties, fees and other payments in respect of patents, patent rights and licenses which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses.

The contractor shall indemnify, the Railway or any agent, servant or employee of the Railway against any action, claim or proceedings relating to infringement use of any patent or design any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the contract. In the event of any claim being made or action being brought against the Railway or any agent, servant or employee of the Railway in respect of any such matters, as aforesaid, The contractor shall indemnify notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific direction issued by the Railway but the contractor shall pay any royalties or other charges payable in respect of any such use

5.6 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.

5.7 GST

GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL.

5.8 Time Schedule:

The total time allowed for the completion of work is 06 months including handing over of site.

5.9 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 taxes and duties except GST tax. GST will be paid by DFCCIL as per prevailing rate.

The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

5.10 Road Tax Charges:

Road Tax/Charges levied by Government for movement of vehicles of contractor, used in transportation, shall be borne by the contractor and no re-imbursement on this account will be made by the DFCCIL.

5.11 Additional Work:

Engineer or 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.

5.12 Quantity Variation:

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

5.12.1 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 thereof 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

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

- a) Quantities operated in excess of 125% but up to 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.

5.12.3 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.

5.12.4 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.

- 5.12.5 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.
- 5.12.6 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.

5.13 Conflict of Interest:

- 5.13.1 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

TECHNICAL SPECIFICATIONS

For technical specifications, refer Indian Railways Unified Standard Specifications (Works and Materials), 2010 amended upto date/ East Central Railway USSOR/Codes/Manual as shall be relevant.

Indian Railways Unified Standard Specifications (Works and materials), Volume I & II are available for sale at the offices of General Managers and DRMs at all Zonal Railways & Production Units.

6.1 General Guidelines Regarding Specifications and Special Conditions for Demarcation of DFC ROW with M20 RCC Pillars

6.1.1 Pre-cast Reinforced Concrete:

General Requirements: Precast reinforced concrete pillars shall be of grade or mix as specified and cast in forms or moulds. The forms/moulds shall be of steel sections for better finish. The contractor may pre cast the units on a cement or steel platform which shall be adequately oiled provided the surface finish is of the same standard as obtained in the forms. Each unit shall be cast in one operation.

Concrete used for precasting the units should be well proportioned, mixed, placed and thoroughly compacted by vibrators or tamping to give a dense concrete free from voids and honey combing.

Precast articles shall have a dense surface finish showing no coarse aggregate and shall have no cracks or crevices likely to assist in disintegration of concrete or rusting of steel or other defects that would interfere with the proper placing of the units. All angles of the pre cast units with the exception of the angles resulting from the splayed or chamfered faces shall be true right angles. The arises shall be clean and sharp except those specified or shown to be rounded. The wearing surface shall be true to the lines. On being fractured, the interior of the units should present a clean homogeneous appearance.

The longitudinal reinforcement shall have a minimum cover of 12 mm or twice the diameter of the main bar, whichever is more, unless otherwise directed in respect of all items except boundary pillars where the minimum cover shall be 25 mm.

6.1.2 Curing:

After having been cast in the mould or form the concrete shall be adequately protected during setting in the first stages of hardening from shocks and from harmful effects of frost, sunshine, drying winds and cold. The concrete shall be cured at least for 7 days from the date of casting.

The precast articles shall be matured for 28 days before erection or being built so that the concrete shall have sufficient strength to prevent damage to units when first handled.

6.1.3 Storing and Transporting

Precast units shall be stored, transported and placed in position in such a manner that they

will not be over-stressed or damaged.

6.1.4 Spacing of Posts

The posts shall be spaced at 50 metres centres or wherever offset is present, unless otherwise specified or as directed by the Engineer, to suit the dimensions of the area.

6.1.5 Fixing of pillars

Pits 450 x 450 mm and 450 mm deep shall be excavated true to line and level to receive the pillars. The pits shall first be filled with a 150 mm layer of M10 grade concrete. Cement concrete shall then be filled in the pit around the posts upto ground level, so that the pillars are embedded in a concrete block of 450 x 450x 450 mm. The concrete in foundations shall be watered and cured for at least 7 days. The remaining portion of the pit shall be filled with the excavated earth and well tamped and dressed on top. Surplus earth will be disposed off as directed by the Engineer.

6.2 General guidelines regarding Specifications for Demarcation of DFCCIL ROW as per Approved Land Acquisition plan.

6.2.1 Demarcation of DFCCIL ROW in different Villages should be done with liaisoning with State Govt. Authority in Gomoh-Andal section.

6.2.2 Demarcation of ROW of DFCCIL, Gomoh-Andal should be done as per approved Land Plan of DFCCIL alignment and as per instruction of DFCCIL site in-charge. Up to date land plans will be available in the DFCCIL CGM office or Camp offices under and copies should be made available to the Site In-charge whenever required for demarcation of ROW. Non-availability of land plans should not be a ground for wrong demarcations of land boundaries work dealing with outsiders.

6.2.3 Trained Surveyor, Amin and chainman shall be engaged for demarcation work. ROW should be marked with temporary pegging or with other means.

6.2.4 For proper demarcation of land boundaries Para 1047 of the Indian Rlys. Code for the Engg. Deptt. (1993 Edition) provides as under:

- i) All land permanently occupied for the purposes of DFCCIL Project, shall have its boundaries defined on the ground in such a manner as to enable such boundaries to be readily ascertained and identified.
- ii) For this purpose, the boundary of the DFCCIL/Railway land will be defined by a continuous boundary.
- iii) Where the boundary mark is continuous, the boundary of the DFCCIL/Railway land is to be on the outer edge of the pillars.
- iv) Where a pillar is situated at some distance within the boundary and does not mark the actual limit of the DFCCIL acquire land/ Railway land, it will be necessary (in addition to such pillar) to have the actual boundary of the DFCCIL ROW properly marked and defined in accordance with these rules.

6.3 General guidelines regarding specifications for working of JCB Machine

6.3.1 JCB will be associated for the work of levelling and dressing ground, dismantling structures including disposal of debris through dumpers etc. with contractor's labour at suitable place. Payment shall be made for actual working hours at site. For working at site proper site register will be maintained by the contractor as per instruction of engineering in charge of DFCCIL.

6.3.2 Disposal of debris: Dismantling of structures shall be stacked disposed off by the contractor at suitable place outside ROW of DFCCIL or within a distance of minimum 100 meters outside the ROW of DFCCIL through dumpers under site clearance as per instructions of the Engineer. The contractor shall have no claim to any released materials of dismantled Structures or other material removed during site clearance and the same shall be the property of the DFCCIL.

6.4 Sampling: Sampling procedure: In order to ensure grade of concrete cube test to be done as per provision of IS code from Govt, Engg College or Govt Polytechnic institute.

6.5 Additional Other conditions:

6.5.1 Land:

DFCCIL will at its discretion, and, if available, arrange land free for use for contractor's office at sites, field workshop, stores, assembly and erection yard. Land required by the contractor for labour or staff colony or other purpose will have to be arranged by him at his own cost.

6.5.2 Contractor to Study Drawing & Specification etc. and His Liability:

The contractor shall be responsible for close scrutiny of the approved drawings supplied by the DFCCIL, For any discrepancies, error or omission in the drawings or other particulars indicated therein, the contractor shall approach the DFCCIL immediately for rectification of indicated therein, the contractor shall approach the DFCCIL immediately for rectification of such discrepancies, errors and omission. If any dimension/figure/features etc. on approved drawings or plans differ from those drawings or plans issued to the contractors at the time of calling the tender, the dimensions as figured upon the approved drawings or plans shall be taken as correct.

6.5.3 Contractor to submit his Time Table:

The contractor shall submit a monthly progress of work done during the month by the 4th day of the following month. He will also give the programme of coming month by 25th of each month. The programme will be subject to alteration at the discretion of the DFCCIL officials.

6.5.4 Any Doubted Points to be referred to the CGM/GM/Co, DFCCIL:

Should there be any doubt or obscurity as to anything to be done or not to be done by the contractor or as to these instructions or as to any matter or thing, the contractor must set forth such doubt or obscurity in writing and submit the same to Engineer Incharge. Only such reply as the said Engineer Incharge. may be in writing given shall be taken as the authoritative interpretation of the point in doubt or obscurity.

6.5.5 Contractor'(s) Liability:

Any fitting, accessory or apparatus which may not have been mentioned in this

specification or the drawings, but which are usual or necessary in the execution of such work, are to be provided by the Contractor without extra payment. The whole work must be completed in all details, whether mentioned in this specification or not, with the exception of such work as has been specified in the schedule of items to be separately provided for in the Contract.

Notwithstanding the specifications and conditions stated in the contract, the contractor shall keep the Engineer/ Employer authority fully indemnified and free from all liabilities and risks consequential to any lapse on his part in respect of material quality, standard of workmanship, accuracy of fabrication and the like. He shall provide all labour and material required for execution of the work as per all standards and specifications.

Section-7**Schedule of Rate & Quantity****Tender No. KKK-EN-PILL-UDL-GMO-PH-I****Name of Work: "Demarcation of DFC ROW with M20 RCC (150mmx150mmx1225mm) pillars and Dismantling of structure and Disposal of debris in Andal- Gomoh of Phase-I section."**

Sr. No.	Descriptions	Qty	Unit	Rate(Rs)	Amount
NS1	Supplying and fixing Pre-cast R.C.C. M20 standard posts of size 150mmx150mmx1225mm (for demarcation of DFCC boundary) 'ECR or ER' letter in Red paint shall be written on white background at site as directed by Engineer-in-charge, Rate include 4 nos. reinforcement bars of 6mm dia with 6mm dia shear reinforcement at 250mm c/c, boundary posts embedded underground in 450mm x 450mm x 450mm hole with plain cement concrete (M10) in proper location as directed by Engineer-in-charge. Rate includes the cost of excavation, PCC, all labour, material, tools and plants and transportation in all respect.	2530	Nos.	1,447	36,60,910
NS2	Demarcation of DFCCIL ROW as per Approved Land Acquisition Plan or DGPS coordinates provided by DFCCIL with trained surveyor or Amin (all included in rates).	112.15	KM	1,797	2,01,534
NS3	Hiring of JCB Machine (in good working condition) for leveling and dressing ground / dismantling structures including disposal of debris through dumpers etc. with contractor's labour, JCB machine, machine operator, fuel etc. The contractor shall arrange road permit for vehicle for all the States of operation, as per instructions of engineer in-charge and vehicle shall not be more than three years old. Payment shall be made for actual working hours at site	4416	Hours	806	35,59,296
	GROSS TOTAL				74,21,740

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:

- i) The above rates are inclusive of all taxes unless otherwise specified in the tender document.
- ii) Typical drawing of Boundary pillar placed as specified in Annexure-XVII.
- iii) Pillars shall be supplied at various specified locations as directed by engineering incgarge at detour or parallel locations without any additional cost.
- iv) The cost is inclusive of one coat or more of painting on all surface of pillar and letter written "ER" or "ECR" as directed by DFCCIL. No other charges shall be paid by DFCCIL over and above the accepted rate.
- v) Erection of the pillars at interval 50m @ C/C or as per direction of Site Engineer/DFCCIL.
- vi) For item no NS-3, Payment shall be made for actual working hours at site andas certified by DFCCIL site enginner.
- vii) 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.
- viii) Payment will be made as given vide Clause 5.3 of Section 5 of Tender Document.
- ix) Quantity increased/ decreased in KM will be paid on prorated basis on rate and quantity.
- x) Declaration by the tenderer
- xi) I/We am/are signing this document after carefully reading the contents.
- xii) 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.

KKK-EN-PILL-UDL-GMO-PH-I
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.

Constitution of firm (give full details including name of partners/ executives/ Power of Attorney/ Holders etc.

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

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

No Claim Certificate

1. I/We Was/Were awarded the work namely

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

Thanking you,
Yours Faithfully

	(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)

Investor/customer's name

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

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.

A notary certified copy of registered or notarized partnership deed shall be submitted along with the tender

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.

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

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:-

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 Other 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.

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.

Governing Laws: - The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian Laws.

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.

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.

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

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

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

OR

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

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

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

OR

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

STATEMENT OF WORKS COMPLETED BY THE CONTRACTOR DURING LAST THREE FINANCIAL YEARS & CURRENT FINANCIAL YEAR

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

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

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

For FY 2018-19, 2019-20 & 2020-2021 copies of payment certificate/the audited balance sheets may please be attached.

For 2021-22, payment certificate/ unaudited results of turnover of company up to date may be submitted under the certification of CA.

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

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

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

I/we the tenderer (s) am/are signing this document after carefully reading the contents.

I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.

I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

1. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer)** and all my/our constituents understand that my/our offer shall be summarily rejected.

I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

SEAL AND SIGNATURE OF THE TENDERER

Dated:

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

Check List for Document to be Submitted

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

Important Note:

Document No.1 to 12, should be scanned and uploaded along with offer as attached at website www.ireps.gov.in

Annexure –XIII

Bid Securing Declaration Form

Date: _____

To,

General Manager/Co-ordination/KKK,

DFCCIL Dedicated Freight Corridor Corporation of India Limited

3rd Floor, DCOS Building E-W Metro,

Central Park Depot, Sector-I, Bidhannagar, Salt lake,

Kolkata-700064, West Bengal

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

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

Annexure –XIV

KKK-EN-PILL-UDL-GMO-PH-I
PROFORMA OF 7 DAYS NOTICE
DFCCIL
(Without Prejudice)

To _____
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work.

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 4.25 of General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 4.25 of the General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

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

Annexure -XV

KKK-EN-PILL-UDL-GMO-PH-I
PROFORMA OF 48 HRS. NOTICE
DFCCIL
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

Seven days' notice under Clause 4.25 of General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 4.25 of General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

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

Annexure -XVI

PROFORMA OF TERMINATION NOTICE
DFCCIL

KKK-EN-PILL-UDL-GMO-PH-I
(Without Prejudice)

No. _____ Dated _____

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

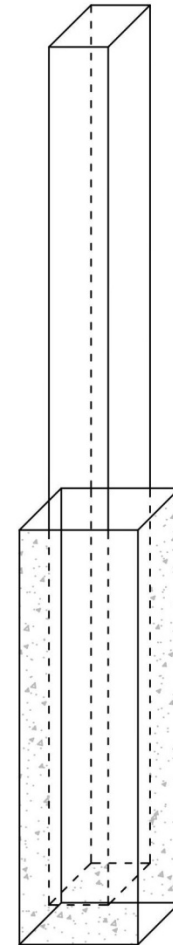
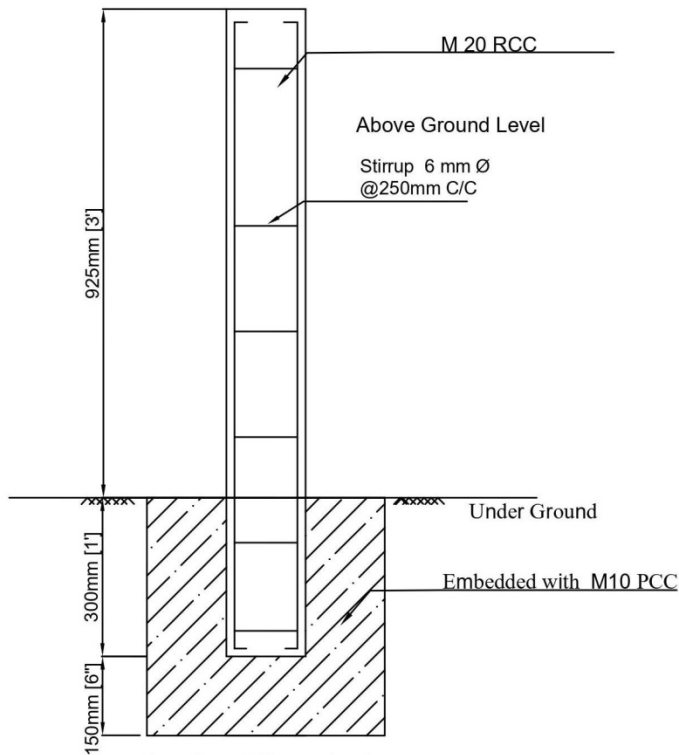
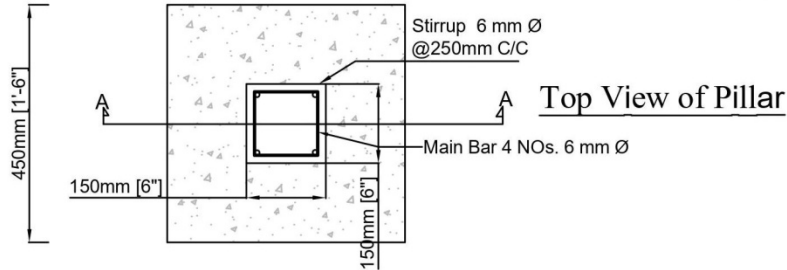
For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer


Annexure -XVI

Annexure-XVII

NOTE:-

- 1) All Dimensions are in millimeter(mm)
- 2) All Structural Dimensions should be strictly followed before Erection/Fixation.



	DFCCIL	
	DETAIL DRAWING SHOWING PRE-CAST RCC M20 BOUNDARY PILLAR FOR DEMARCATION DFCCIL LAND BOUNDARY	
DFCC DRG. NO. DFCC/KKK/LA/BOUNDARY PILLAR/21/01		N.T.S

END OF DOCUMENT