



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

**Geotechnical investigation, Preparation of GAD of Important, Major & Minor Bridges along with preparation of schedule of quantities, Joint measurement survey, Preparation of land Plan & Land Acquisition Proposal, Preparation of awards as per Railway (Amendment) Act, 2008 and NRRP 2007 for construction of Dedicated Freight Corridor from Ch. 0.00 Km. (Near Village Wamaj in Mehsana district) to Iqbalgarh (Railway Km. 630.90), bypass line from Chadotar (GIM-PNU section) to Karjoda (PNU-ABR section) and short alignment in Ahmedabad district (Old Ch. 62.400 Km. to 85.000 Km.).**

Bid Document

**Tender No. CPM/ADI/EN/Pre (Works) Wamaj – IGQ (East)/2**

**Dedicated Freight Corridor Corporation of India Ltd.,**  
First Floor, Old DRM Office Building, Kalupur, Ahmedabad – 380002  
Ph. No. 079 – 22175107, Fax No. 22163101.

Dedicated Freight Corridor Corporation of India Ltd.

Signature of Tenderer

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CPM/ADI/DFCCIL

CPM/ADI/EN/Pre (Works) Wamaj – IGQ (East)/2



**Geotechnical investigation, Preparation of GAD of Important, Major & Minor Bridges along with preparation of schedule of quantities, Joint measurement survey, Preparation of land Plan & Land Acquisition Proposal, Preparation of awards as per Railway (Amendment) Act, 2008 and NRRP 2007 for construction of Dedicated Freight Corridor from Ch. 0.00 Km. (Near Village Wamaj in Mehsana district) to Iqbalgarh (Railway Km. 630.90), bypass line from Chadotar (GIM-PNU section) to Karjoda (PNU-ABR section) and short alignment in Ahmedabad district (Old Ch. 62.400 Km. to 85.000 Km.).**

**Tender No. CPM/ADI/EN/Pre (Works) Wamaj – IGQ (East)/2**

Open Tender

Bid Document

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**Tender No. CPM/ADI/EN/Pre (Works) Wamaj – IGQ (East)/2**

**Open Tender**

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**Dedicated Freight Corridor Corporation of India Ltd.,**  
First Floor, Old DRM Office Building, Kalupur, Ahmedabad – 380002  
Ph. No. 079 – 22175107, Fax No. 22163101.

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To,  
The Chief Project Manager,  
DFCCIL,  
Ahmedabad.

Ref: **Tender No. CPM/ADI/EN/Pre (Works) Wamaj – IGQ (East)/2**

I/We..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCC Administration for the execution of present contract.

1. A sum of **Rs. 2,22,410/- (Two lakh twenty two thousand four hundred ten only)** has been forwarded as Bid Security. The value of the Bid Security shall stand forfeited without prejudice to any other rights or remedies if:

i) I/We do not execute the contract agreement within 15 days of receipt of notice from the DFCC Administration that such documents are ready.

OR

ii) I/We do not commence the work within 10 days after receipt of orders to that effect.

2. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be

Signature of Tenderer

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mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderers

Tenderer's Address

Signature of Witness

## **Section - 1.**

### **Invitation for Bids (IFB)**

Dear Sir,

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The Chief Project Manager, DFCC, Ahmedabad for and on behalf of DFCC invites, bids in single stage, from the tendering firms for **Geotechnical investigation, Preparation of GAD of Important, Major & Minor Bridges along with preparation of schedule of quantities, Joint measurement survey, Preparation of land Plan & Land Acquisition Proposal, Preparation of awards as per Railway (Amendment) Act, 2008 and NRRP 2007 for construction of Dedicated Freight Corridor from Ch. 0.00 Km. (Near Village Wamaj in Mehsana district) to Iqbalgarh (Railway Km. 630.90), bypass line from Chadotar (GIM-PNU section) to Karjoda (PNU-ABR section) and short alignment in Ahmedabad district (Old Ch. 62.400 Km. to 85.000 Km.).**

#### **Brief Scope of work for the subject Section is as under:-**

- I Geotechnical Investigation of Important/Major/Minor Bridges, ROB/RUB/RFO & formation.
- II Site selection of Important, Major & Minor Bridges, ROB/RUB/RFO.
- III Preparation of GAD of all Bridges.
- IV Proposal to convert existing Level Crossing in ROB/RUB if feasible.
- V Preparation of Detailed Bill of quantities based on the realistic rate analysis and quantity for construction of double line electrified railway track. Preparation of Detailed estimate as per railway format for new line construction.
- VI Distribution of Notices to individual owners, Panchayat Offices, Talatis and making

arrangement for awareness by way of loud speaker etc.

VII Collection of copy of sale deeds from Sub-registry offices of each district.

VIII Identification of landless and small farmers.

IX Manufacturing and Supplying precast M:20 pillars/boundary mattams.

X Survey and Valuation of affected structures like building, trees, wells, damage to standing crops etc.

XI Making arrangement for distribution of Compensation.

XII Making arrangements for transferring of land title.

XIII Joint Measurement along with Revenue Authority and Acquiring Agency (DFCCIL) for the purpose of land acquisition.

XIV Making the proposals in the prescribed formats for acquisition of Govt. Land.

XV Valuation of affected buildings / structures by Government approved valuer.

## **1.0 DETAILS OF BID DOCUMENT**

**1.1 Bidding documents:** Cost of the bid document is Rs. 5,000/- (Rs. Five thousand only). Bidders should enclose a demand draft / bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank of India, in favour of DFCCIL, payable at New Delhi amounting to Rs. 5,000/- towards the cost of Bid document along with their offer, failing which their tender shall be liable to be rejected. Interested bidders may collect the bidding documents from the address given in para 1.6 below during office working hours between 11-4-2011 to 08-5-2011 and up to 12.00 hrs of 09-5-2011 by paying the cost of the bid document i.e. Rs 5,000.

**1.2** Bid document can be down loaded from the website [www.dfccil.org](http://www.dfccil.org) or [www.dfcc.in](http://www.dfcc.in). Bidders submitting their offers on the bid document downloaded from the internet should enclose a demand draft/bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank, in favour of DFCCIL, payable at New Delhi amounting to Rs. 5,000 towards the cost of the bid document along with the offer, failing which their tender shall be liable to be rejected. **Tenderer should submit separate demand draft/bankers cheque of Rs. 5,000 for the cost of bid document.**

**1.3 Bids must be accompanied by a Bid Security deposit of Rs. 2,22,410/- (Two lakh twenty two thousand four hundred ten only) by a crossed Demand**

Draft/ Bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank of India, in favour of DFCCIL, Payable at New Delhi. Bids received without Bid Security shall be summarily rejected. **Tenderer should submit separate demand draft/bankers cheque for cost of bid document and for bid security deposit.**

1.4 Eligible Bidders: A Bidder may be a person, private entity or public sector Undertaking. In case of single entity the bidder must submit Power of Attorney authorizing the signatory of the Bid to commit the bidder.

#### **1.5 Submission of bids:**

**Date and time for submission of offer :- Up to 15.00 Hrs on 09-5-2011.**

#### **1.6 Venue for submission of bids:-**

**Dedicated Freight Corridor Corporation of India Ltd.,**  
First Floor, Old DRM Office Building, Kalupur, Ahmedabad – 380002  
Ph. No. 079 – 22175107, Fax No. 22163101.

#### **1.7 Time for opening of offer: - 15.30 hrs on 09-5-2011**

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

1.9 **Address for Communication:** Interested Bidders may obtain further information from the address given below:

**Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited,**  
1<sup>st</sup> Floor, Old DRM office building, Kalupur, Ahmedabad – 380 002, Ph. No. 079 – 22175107, Fax No. 22163101 **during office hours on any working day.**

## **2. GENERAL**

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

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

## **3 Validity of the Bid :**

3.1 The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, extendable further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for



forfeiture of his Bid Security deposit. The bidders cannot withdraw their offer within the period of validity / extended validity.

## **4 TENDERING PROCEDURE.**

### **4.1 Procedure for Submission of Bid**

This is a single stage one packet system of tendering.

Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bids should be submitted in one envelope. The price bid should be filled in the Schedule of Quantities of the bid document.

On the outer envelope should contain brief description of the tender should be clearly written such as:

Tender No.

Name of work

Date & Time of opening of tender

Name & Address of Tenderers

#### **4.1.1 Envelope / Packet should contain following documents**

- i) Forwarding Letter given in the Bid document.
- ii) DD or Bankers Cheque towards the cost of Blank tender document in case of bid document downloaded from internet.
- iii) Bid Security Deposit in the approved form as per para 1.3 above.
- iv) Power of Attorney of authorized person who signed the bid.
- v) Document in support of minimum eligibility criteria
- vi) General Information of the bidders in Annexure T-1.
- vii) A list of works completed in last three years i.e., Current year and the last three financial years in Annexure T-2
- viii) A list of similar work in hand in the format as in Annexure T-3
- ix) A List of Plant and Machinery in the format as in Annexure T-4
- x) A List of Computers & Software in the format as in Annexure T-5
- xi) List of Key Personnel in the format as in Annexure T-6
- xii) The audited balance sheet & profit and loss account for the previous three years certified by C.A.
- xiii) Notarized Documents in support of information submitted.
- xiv) The price bid in the schedule of quantities.

## **5 Bid opening:**

5.1 The Employer shall conduct the opening of bids in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the BIDS.

5.2 All envelopes holding the bids shall be opened one at a time, and the following read out and recorded:

- the name of the Bidder;
- the presence of a Bid Security; and
- any other details as the Employer may consider appropriate

5.3 Late and delayed tender will be summarily rejected.

5.4 The Employer shall prepare a record of the opening of bids that shall include, as a minimum: the name of the Bidder, the financial offer and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

## **6. Plants & Machinery and List of Personnel/Organization available on hand and proposed to be engaged.**

6.1 The bidder should submit list of plants and machinery available in hand and proposed to be inducted (own and hired to be given separately) for the subject work.

6.2 The bidder should own at least four Total Stations & One DGPS in his possession. The said information should be given in the format given at Annexure - T - 4.

6.3 The bidder should own at least two Auto Level. The said information should be given in the format given at Annexure - T - 4.

6.4 The bidder should own necessary data processing licensed software preferably Mx Rail/Road and/or Auto Cad 3D Civil for generation of L-Section & C -Sections. The said information should be given in the format given at Annexure T-5.

6.5 The bidder should submit list of field & laboratory equipment available with them along with Make and Year of purchase. The said information should be given in the format given at Annexure - T - 4.

6.6 The bidder should have at least one civil engineer who is having minimum 5 years experience in the field of field survey for Railway/Highway/Pipeline. The bidders should attached Bio data for proposed key personnel to be deployed for this work shall be submitted along with the bid document. The said information should be given in the format given at Annexure T-6. Attested Photocopies of Certificates as well as certificates of experience should be submitted along with CV.

6.7 The firm should submit the documents along with the offer in Support of the information submitted against para 7.1 to 7.6 in the form of an Affidavit on Stamp Paper of Rs. 10/- duly attested by Notary / Magistrate.

## 7. Time Schedule

The total time for completion of work shall be of **Six (6) months** from date of issue of Letter of Acceptance by DFCC. Time is the essence of the Contract.

## 8. Rate

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

8.2 Tenderers are required to give unconditional offers. **A conditional offer is liable to be rejected.**

## 9. Bid Security is liable to be forfeited in case of the following:

9.1 On revocation of tender due to increase in rates by the firm after opening of tenders but during the validity of the tender.

9.2 On refusal to accept the work order after issue of Letter of Acceptance of the offer by DFCC.

9.3 If the work is not commenced on the stipulated date of start of the work awarded to the contractor.

## 10 Minimum eligibility criteria for the work is an under:

### 10.1 Technical Criteria.

10.1.1 The bidder//firm should have experience in similar nature of work and should have completed at least one similar single work up to the date of opening of tender amounting to minimum **of 35% of the advertised Tender Value of the work** i.e. approximately **Rs. 50.68 lacs** in the current financial year (2011-12) and three previous financial years (i.e. 2010-2011, 2009-2010, 2008-2009).

**Similar nature of work shall mean “work involving geotechnical investigation, preparation of GAD and land acquisition for railway/major infrastructure projects”**

10.1.2 The **total contract amount** received by the bidder (in case of JV the total contract amount received by the partners clubbed together) during the last three financial years ( i.e 2010-2011, 2009-2010, 2008-2009. ) and in the current financial year i.e. in 2011-2012 should be minimum of **150% of advertised tender value of the work** i.e. approximately **Rs. 217.22 lacs.**

Bidder is required to submit certificate to this effect which may be an attested certificate from employer / client, audited balance sheet duly certified by Chartered Accountant.

**10.1.3** The bidders must submit the list of similar works completed in the current and last three financial years giving description of work, organization for whom executed, approximate value of the contract at the time of award, date of award, date of scheduled completion of work, date of actual completion of the work and final value of the contract.

**10.1.4** Tenderer must submit the documents/certificates in support of information submitted against Para 10.1.1, 10.1.2, and 10.1.3 failing which his/their offer may be rejected without any correspondence with the tenderers at the sole discretion of DFCCIL. All the documents/certificates of the completed works should be from Government Organisations/PSUs, Public Limited Companies/Private Limited Companies.

**The certificates from private individuals for whom such works are executed/being executed shall not be accepted.**

## **10.2 Plants and Machinery and list of personnel/organization available on hand and proposed to be engaged**

**10.2.1** The bidder should submit list of plants and machinery available in hand and proposed to be inducted (own and hired to be given separately) for the subject work.

**10.2.3** The bidder should submit list of field and laboratory equipments available with them along with make and year of purchase.

**10.2.4** The bidder should submit list and bio-data of proposed key personnel to be deployed for this work.

## **10.3 Joint Venture**

The tenderer may be a joint venture (JV) firm with identified partners but such joint ventures should be entered before submission of offers. In case of joint venture the lead partner is responsible for performing the key function in contract management shall be nominated as being in-charge during the bidding period and in the event of a successful bid, during contract execution. The lead partner shall be authorized to incur liability and receive instructions for and on behalf of any and all partners of joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners of the joint venture with further stipulation that it shall be valid for entire period of completion of the work.

- All partners of the joint venture shall be legally liable, jointly and severally, during the bidding process and for the successful execution of the contract in accordance with the contract terms, and specific clause to this effect shall be included in the Joint Venture agreement.
- No. of partners in JV should be limited to 3.
- A copy of the Joint Venture Agreement (JVA) as well as necessary documentation regarding incorporation of registration of JV shall be submitted along with tender documents. The JVA shall include among other things, the joint venture's objectives, the contribution of each partner to the joint venture agreement, finance operation, role and responsibility of the each partner covering all aspect of the planning and execution of the work, the commitment of the partners to joint and several liability for due performance.
- In addition, recourse/ sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities shall be spelt out and shall be binding on each partners of joint venture.
- The JV shall also submit an unconditional undertaking along with tender documents to the effect that there shall be no change of constituting parties during the process of award of contract and thereafter during the currency of the contract, in case the contract is awarded.

**Chief Project Manager  
For and on behalf of DFCC**

## Section 2

### Instructions to Tenderers/Bidders (ITB)

**1.0 Site visit:** - The Bidders are advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense.

**2.0 Cost of Bidding:** - The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**3.0 Language of Bid:** - The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.

**4.0 Currencies of Bid and Payment:** - The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.

**5.0 Period of Validity of Bids:** - Bids shall be valid for a minimum period of 90 days from the date of opening of the tender. A bid valid for a shorter period shall be rejected by the Employer as non responsive.

**6.0 Format and Signing of Bid:-** . Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

**7.0 Deadline for Submission of Bids:** - Bids must be received by the Employer at the address and no later than the date and time indicated in the Bid document.

**8.0 Late Bids:** - The Employer shall not consider any bid received after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late and rejected.

**9.0 Signing of Contract:** - The successful bidder, whose tender has been accepted by the competent authority of DFCC, will be informed by the Employer through a Letter of Acceptance. In response the successful bidder should sign the Contract Agreement (**Annexure II**) within fifteen days of receipt of notice from DFCC that such documents are ready.

**10.0 Corrupt Practices:** - The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.

**11.0 Security deposit:** - The security deposit will be equal to **5%** of the value of the

contract. The Bid Security of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of **10%** from each of the running bill of the contractor till the realization of full amount of security deposit as per contract.

#### **12.0 Performance Guarantee:**

(a) The successful bidder shall have to submit a performance Guarantee (PG) within 30 (thirty) days from the date of issue of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 day from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31 day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The Performance Guarantee will be valid initially for the period of the contract plus 60 days. The failed contractor shall be debarred from participating in re-tender for that work. The Performa of Performance Guarantee is attached at **Annexure-I.**

(b) No payment under the contract will be made to the firm without receipt of performance guarantee from the firm.

(c) Failure to furnish the require performance guarantee shall be a ground for annulment of the contract and forfeiture of Bid Security.

(d) In case of termination of contract on account of failure of the contractor performance guarantee shall be encashed.

(e) In case the firm/ contractor fails to extend the validity of performance guarantee as desired by the Employer then the Employer may encash the performance guarantee of the firm/ contractor.

**Release of performance guarantee:-The performance guarantee shall be released to the firm only after the physical completion of the work based on the Completion Certificate issued by Competent Authority stating that contractor has completed the work in all respect satisfactorily.**

#### **13.0. Price variation clause is not applicable for this contract**

### Section 3 Bid Data Sheet

This section consists of provisions that are specific to the bid and supplement the information or requirements included in Section I & 2 –IFB & ITB.

1	Bid Number: <b><u>Tender No. CPM/ADI/EN/Pre (Works) Wamaj – IGQ (East)/2</u></b>
2	The Employer: <b>Dedicated Freight Corridor Corporation of India Limited, NEW DELHI</b>
3	<b>Name of work :</b> <b>Geotechnical investigation, Preparation of GAD of Important, Major &amp; Minor Bridges along with preparation of schedule of quantities, Joint measurement survey, Preparation of land Plan &amp; Land Acquisition Proposal, Preparation of awards as per Railway (Amendment) Act, 2008 and NRRP 2007 for construction of Dedicated Freight Corridor from Ch. 0.00 Km. (Near Village Wamaj in Mehsana district) to Iqbalgarh (Railway Km. 630.90), bypass line from Chadotar (GIM-PNU section) to Karjoda (PNU-ABR section) and short alignment in Ahmedabad district (Old Ch. 62.400 Km. to 85.000 Km.).</b>
4	The Bidder should submit along with the bid, a bid security of <b>Rs. 2,22,410/- (Two lakh twenty two thousand four hundred ten only)</b>
5	<b>TYPE of TENDER:</b> Open tender, One packet system.
6	The bid validity period shall be 90 ( <b>Ninety days</b> ).
7	<b>Date up to which clarification can be asked in writing: – 06-5-2011.</b>
8	<b>For the <u>purposes of bid submission</u> only, the Employer's address is:</b> <b>Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd.,</b> First Floor, Old DRM Office Building, Kalupur, Ahmedabad – 380002. Ph. No. 079 – 22175107, Fax No. 22163101. Time & Date of submission of Bid: <b>Upto 15.00 Hrs on 09-5-2011.</b>
9	<b>The bid opening shall take place at:</b> <b>Chief Project Manager Office, Dedicated Freight Corridor Corporation of India Ltd.,</b> First Floor, Old DRM Office Building, Kalupur, Ahmedabad – 380002 Ph. No. 079 – 22175107, Fax No. 22163101. Time & Date of Opening of Bid : <b>15.30 Hrs. on 09-5-2011.</b>



<b>10</b>	<b>Penalty Clauses : Detailed in Paras : 17 &amp; 18 of GCC Section 4</b>
<b>11</b>	<b>Performance Guarantee : Detailed in Para 21 of GCC Section 4</b>
<b>12</b>	<b>Security Deposit : Detailed in Para 3 of GCC Section 4</b>

# Section – 4

## GENERAL CONDITIONS OF CONTRACT

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

### **2.0. DEFINITIONS**

2.1 Unless excluded by or repugnant to the context:

- i) The expression Employer /DFCC as used in the tender papers shall mean the Dedicated Fright corridor Corporation of India Ltd.
- ii) The expression Corporation as used in the tender paper means Dedicated Fright corridor Corporation of India Ltd.
- iii) The expression “Department” as used in the tender papers shall mean Dedicated Fright corridor Corporation of India Ltd.
- iv) “Drawing” shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- v) Engineer/ “Engineer-in-charge” of the work shall mean the ‘Representative’ appointed by DFCC.
- vi) The “Site” shall mean the lands and / or other places in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- vii) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- viii) The “Contract” shall mean The agreement entered into between the DFCC and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any

special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.

ix) The “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.

x) The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.

xi) 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.

xii) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

xiii) A “month” shall mean a calendar month.

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

xv) “Excepted Risks” are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.

xvi) “Temporary works” shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.

xvii) “Urgent works” shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

xviii) Where the context so requires, word imparting the singular number only also include the plural number of vice-versa.

### **3.0 SECURITY DEPOSIT**

3.1 The security deposit will be equal to **5%** of the value of the contract. The Bid Security of the successful bidder will be converted into initial security deposit. Balance Security deposit shall be deducted at the rate of **10%** from each of the running bill of the contractor till the realization of full amount of security deposit as per contract.

3.2 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 120 days of the satisfactory completion of the work.

### **4.0 SUPERVISION AND SUPERINTENDENCE**

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

### **5.0 ENGINEERS AND ENGINEER'S REPRESENTATIVES**

a) Engineers or Engineer's Representative Duties and Authority will in principle comprise the following :

- i) Supervision of day to day work including quality and quantity.
- ii) To hold site review meeting and review the Contractor's Programme of Work.
- iii) Approving contractor's design of enabling works.
- iv) To inspect the record of Contractor's personnel and equipment
- v) Certification, determination, instruction, opinion or evaluation of disputes
- vi) Superintendence of work as directed by the Engineer from time to time till final Bill is paid, Defect Liability period is over.
- vii) To instruct the Contractor to remove unsuitable personnel from site of work.
- viii) To submit recommendations to the Employer with reference to proposals of additional work and/or variations after obtaining the details from the Contractor.
- ix) To submit recommendations to the Employer with reference to request for extension of time received from the Contractor.
- x) Certification of Contractor's Interim Payment and Final Payment applications.

b) Any proposal, inspection, examination, testing, consent, approval or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility including responsibility for his errors, omissions and discrepancies.

c) For the purpose of the instant bid engineers and engineer's representative shall be nominated by the DFCC officials.

## **6.0. EMPLOYER'S/ENGINEER'S INSPECTION OF WORK**

- a) The Employer and the Engineer shall at all reasonable times have full access to all parts of the Site and be entitled to inspect, examine, measure and workmanship, and to check the progress of work.
- b) The Contractor shall give the Engineer full opportunity to carry out these activities including providing access, facilities, permissions and safety equipments. No such activity/inspection shall relieve the Contractor from any obligation or responsibility.

## **7.0 REPRESENTATION OF WORK**

- a) Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, approvals, certificates. Determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior consent of Engineer.
- b) Failure on part of the Contractor to comply with these provisions shall constitute a breach.
- c) The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day to day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

## **8.0 USE OF EXPLOSIVES**

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

## **9.0. PROTECTION**

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

## **10.0 WORKMEN**

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

## **11.0 LAWS AND REGULATIONS :**

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

## **12.0 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT**

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

## **13.0 INCOME TAX**

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

#### 14.1 **SERVICE TAX**

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

#### 15.1 **PERMITS, FEES, TAXES & ROYALTIES**

15.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other Government taxes **except service tax**. The service tax will be paid extra if payable under law on submission of the documentary evidence. The DFCC authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

#### 16.0 **STATUTORY INCREASE IN DUTIES, TAXES ETC**

16.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc.

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

#### 17.0 **DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES**

17.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract.

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

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

**17.4 Delays not due to Employer:-**If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier) , is likely to be delayed on account of:

- i) Any force majeure event referred to in Clause 20.0 or
- ii) Any relevant order of court or
- iii) 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.

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

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

(a) Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor is in default.

(b) Penalty for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be.

(c) The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract. **Engineer's decision on compensation payable being final.**

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

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



## **18. DETERMINATION OF CONTRACT DUE TO FIRM/ CONTRACTOR'S DEFAULT**

### **18.1 Conditions leading to determination of contract:**

If the Firm/Contractor:

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to take steps to employ competent and / or additional staff and labour, or
- j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. Suppresses or gives wrong information while submitting the tender.
- l. In any such case the Engineer on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

### **18.2 In such a case of termination, the Employer / Engineer may adopt the following course :**

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

### **18.3 DETERMINATION OF CONTRACT ON EMPLOYER / ENGINEER'S ACCOUNT**

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

**18.3.2** In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and such claims should be supported by the documents / vouchers etc., to the satisfaction of Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

### **19.0 FOSSILS ETC**

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

### **20.0 LABOUR RULES**

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

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

### **21.0 PERFORMANCE GUARANTEE**

**21.1.** The successful bidder shall have to submit a performance Guarantee (PG) within 30 (thirty) days from the date of issue of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 day from the date of issue

of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31 day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.” The Performa of Performance Guarantee is attached at **Annexure-I**.

**21.2.** Alternatively the firm can furnish the performance guarantee in the form of FDR from a scheduled or nationalized bank of India in favour of the Employer i.e. in DFCCIL.

**21.3.** No payment under the contract will be made to the firm without receipt of performance guarantee from the firm.

**21.4.** Failure of the successful tenderer to furnish the require performance guarantee shall be a ground for annulment of the contract and forfeiture of Bid Security.

**21.5.** In case of termination of contract on account of failure of the contractor performance guarantee shall be encashed.

**21.6.** In case the firm/ contractor fails to extend the validity of performance guarantee as desired by the Employer then the Employer may encash the performance guarantee of the firm/ contractor.

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

**21.8.** The revised clause 16(4) to the Indian Railways General Conditions of Contract pertaining to Performance Guarantee placed in Annx –A to Railway Board letter 2007/CE.I/CT/18 Pt XII dated 31.12.2010 will apply to this tender.

## **22.0 FORCE MAJEURE**

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

## **23.0 SETTLEMENT OF DISPUTES**

**23.1** All disputes or differences of any kind whatsoever that may arise between the Employer / Engineer and the in connection with or arising out of the contract or

subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

**23.2 Mutual Settlement:-**All such disputes or differences shall in the first place be referred by the 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.

**23.3 Conciliation/Arbitration:-**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 to settles such disputes through mutual settlement.

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

**23.5** 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 atleast three names will be sent to the . Such persons may be working / retired employees of the Employer who had not been connected with the work. The contractor 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 contactor.

**23.6** In case, the contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the contractor 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.

**23.7** 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.

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

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

**23.10** 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 contractor.

**23.11 Settlement through Court:-**It is a term of this contract that the shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses of 23.

## **24 Suspension of work**

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

## **24.2 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.

## **25.0 Exception**

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

## **26.0 Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be New Delhi only.

## SECTION 5

### SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

#### 1.0 SCOPE OF WORK

**The Scope of work under this tender includes:**

- I) Geotechnical Investigation of Important/Major/Minor Bridges, ROB/RUB/RFO & formation.
- II) Site selection of Important, Major & Minor Bridges, ROB/RUB/RFO.
- III) Preparation of GAD of all Bridges.
- IV) Proposal to convert existing Level Crossing in ROB/RUB if feasible.
- V) Preparation of Detailed Bill of quantities based on the realistic rate analysis and quantity for construction of double line electrified railway track. Preparation of Detailed estimate as per railway format for new line construction.
- VI) Distribution of Notices to individual owners, Panchayat Offices, Talatis and making arrangement for awareness by way of loud speaker etc.
- VII) Collection of copy of sale deeds from Sub-registry offices of each district.
- VIII) Identification of landless and small farmers.
- IX) Manufacturing and Supplying precast M:20 pillars/boundary mattams.
- X) Survey and Valuation of affected structures like building, trees, wells, damage to standing crops etc.
- XI) Making arrangement for distribution of Compensation.
- XII) Making arrangements for transferring of land title.
- XIII) Joint Measurement along with Revenue Authority and Acquiring Agency (DFCCIL) for the purpose of land acquisition.
- XIV) Making the proposals in the prescribed formats for acquisition of Govt. Land.
- XV) Valuation of affected buildings / structures by Government approved valuer.

## **2.0 TIME SCHEDULE:**

Time allowed for the work is **6 (Six) months** including Monsoon and mobilization of Man Power and Machineries etc. at site, which shall be reckoned from the day of the issue of letter of acceptance by DFCC. Tenderers must satisfy themselves that they would be able to complete the work within stipulated period. The successful tenderer should employ at least two survey teams or more so as to complete the work within the time period prescribed.

## **3.0 QUANTITY VARIATION:**

The rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+/-) 25% for each item.

**3.1** In case of quantities exceeds beyond 25%, the procedure as detailed below shall be adopted for dealing with variation in quantities during the execution of contract.

**3.1.1** In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of Competent Authority.

(b) 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;

(c) 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;

(d) 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.

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

(f) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tender or by

negotiating with existing contractor, with prior concurrence of finance and approval of Competent Authority.

**3.2** In cases where decrease is involved during execution of contract:

(a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent 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.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

**3.3** The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.”

#### **4.0 ADDITIONAL WORK:**

Engineer or representative of DFCC shall have the power to make any alternation, 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 mutually agreed and approved rates. The contractor shall not refuse to carryout any new item as directed by Engineer in-charge. However the rate shall be mutually decided and agreed by the contractor and DFCC.

#### **5.0 PAYMENT SCHEDULE:**

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

#### **5.2 On Account Payment**

5.2.1 The contractor shall be entitled to be paid from time to time normally once in a calendar month, by way of “On account” bills, only for such Works, as, in the opinion of the Engineer, the Contractor has executed in terms of the Contract.

5.2.2 The Contractor shall submit the on-account bills, by the date stipulated by the Engineer, supported with measurements, jointly acknowledged and accepted in the measurement books.

5.2.3 After preliminary scrutiny and certification and certification by the Engineer



payment of 80% of the certified amount shall be made as far as possible by the Employer within 2 days but not later than 7 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 28 days from the date of the preliminary certification of the bill by the Engineer.

5.2.3 Such payments made by the Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in the earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the Employer within 7 days, failing which he shall have to pay interest @ 10% per annum with monthly rest till the said extra amount is paid back by him. In addition to above, if contractor claims more on-account payment than due, second time, the facility of making 80% on –account payment shall be withdrawn.

## **6.0 SPECIAL CONDITION AND SPECIFICATION OF CONTRACT FOR NS ITEMS**

**In the various items of tender schedule the unit of measurement is per route km, which means the linear length from one chainage point to the other chainage point. Each route km of Double line and yards will be treated as one km only not two or more kms. For single line portions and at the locations of fly-overs etc the route km will be linear length from one chainage point to other chainage point.**

**The scope covered under this contract is for Ahmedabad, Gandhinagar, Mehsana, Patan and Banaskanta Districts, however if required the additional districts may be added for which the work may be carried out at the accepted rates only.**

### **6.1 Item No. NS/1 & NS/2: DETAILED GEOTECHNICAL INVESTIGATION FOR BRIDGES, ROB/RUB AND FORMATION:**

<sup>1.1</sup>

This item is for drilling bore holes of 150 mm. diameter for collecting soil strata at the locations of bridges, ROB, RUB & alignment. The item includes drilling bore holes in all type of strata including boulders, rocks etc. The contractor is supposed to make all necessary arrangement for the work. The location of the bore hole will be decided by the Engineer at each location. Normally the depth of the bore holes will be 50m, 30m and 12m for Important, Major and Minor bridges respectively but it may be increased/reduced as per the site conditions on direction of the Engineer. On the basis of the field samples the contractor shall carry out the tests in the laboratory.

<sup>1.2</sup>

6.1.1 The works include sub-surface investigation for foundation of bridges to be determined & sub soil investigation of formation.

- a) Sequence and extent of each soil and rock stratum in the region likely to be affected by the proposed work,
- b) Nature of each stratum and engineering properties of soil and rock which may affect design and mode of construction of proposed structures and their foundations, and
- c) Location of ground water and possible corrosive effects of soil and water on foundation materials.

6.1.2 Contractor shall carry out geotechnical investigation to a maximum depth of 50 m, 150 mm / NX size vertical boreholes in soil and rock, laboratory testing of the sample collected from site from **the reputed laboratory** (either of the firm or as decided by the engineer in- charge) of soil, rock & water samples as required for submission of reports thereof.

**6.1.3. The geotechnical investigation work includes:**

- a. Drilling of 150mm dia bore holes in all kind of soil including laterite, gravel and cobble and NX size borehole in bouldery and rocky strata as specified in BOQ boreholes for Major Bridges
- b. Conducting Standard Penetration Test at every 3.0m interval starting from first sample at 1.5m depth or at the change of stratum as per **IS:2131**.
- c. Collection of disturbed, undisturbed soil samples and water samples and carrying out various laboratory testing as per relevant IS codes in consultation with Engineer-in-charge of DFCCIL Ltd.
- d. Collection of rock core samples and carrying out various laboratory testing as per relevant IS codes in consultation with Engineer-incharge of DFCCIL Ltd.
- e. Preparation of bore logs, location plan of boreholes, various test results curves and calculations on computer by using suitable Software.
- f. Investigation shall include data regarding removal of overburden by excavation, erosion or landslides, to give an idea of the amount of pre-consolidation the soils data has undergone. Similarly data regarding recent fill to be investigated to study the consolidation characteristic of the fill as well as original data.
- g. **Investigation for corrosive soils and water and effluent** – The investigation shall also cover this aspect. Water containing high percentage of sulphates and chloride can adversely affect property of concrete. Similarly presence of soil having corrosive action on metals due to either chemical or bacterial agency shall be investigated and brought out in the report. In such cases chemical analysis of the soil and water should be made to assess the necessity of special precaution. As per procedure laid down in IS 1892-1979.
- h. Industrial effluent coming into the stream of the river in the near vicinity of the bridge site and industrial waste dump near the bridge site shall be collected and chemically analysis in the laboratory for its adverse affects on metal or cement concrete. In such cases the precautions to be followed during construction to protect the structure from such affect shall be brought out in the report submitted.
- i. Calculation of “f values (lacey’s silt factor)” shall be carried out an average weighted values for each bore hole locations shall be indicated in the reports.

j. Submission of draft report in 3 copies and final reports in 5 copies including details of recommendation of suitable type of foundations with the Safe Bearing Capacity. Report shall elaborately discuss the findings of the investigation along with all field and laboratory observations / calculation. Report shall also include longitudinal profile of the soil / rock strata along the alignment up to 50 m depth combining the result of Geotechnical and Geophysical investigations and testing. Report shall be prepared in accordance with provisions contained in IS 1892-1979 and IS 4464-1967. Soft copy of the report shall be provided in CDs / DVDs.

**6.1.4. SPECIAL TECHNICAL SPECIFICATIONS TO BE FOLLOWED ARE AS UNDER:-**

- a. Drilling of boreholes is required to be carried out in accordance with specifications of relevant codes of Bureau of Indian Standard as given below:
- b. IS: 4078 Code of practice for indexing & storage of drill cores.
- c. IS: 2131 Method for standard penetration test
- d. IS: 1892 Code of practice for sub surface investigation for foundations
- e. IS: 6926 Diamond core drilling site investigation for river valley projects.
- f. IS: 5313 Guide for core drilling observation.
- g. IS: 4464 Code of practice for presentation of drilling information and core description in foundation investigation.
- h. IS: 5529 (Part – I & Part - II) Code of practice for in – situ permeability tests in overburden and rock respectively.
- i. And any other relevant codes & specifications as decided by DFCCIL Engineer in charge. However it is reiterated that the above list is only for guidance and the firm is responsible and shall furnish the list of specification that are followed in the above investigation.

**6.1.5. Following test shall be carried out for the sample collected from site:-**

- a. Contractor shall note that all laboratory tests shall be conducted in the reputed laboratory or the laboratory approved by Engineer In charge by using approved apparatus complying with the requirements and specifications of Indian standards. If the sample is tested in their laboratory then adequacy of the laboratory must be certified by the engineer in charge.
- b. Conducting Standard Penetration Test at every 3.0m interval starting from first sample at 1.5m depth or at the change of stratum as per IS:2131.
- c. Collection of disturbed, undisturbed soil samples and water samples and carrying out various laboratory testing as per relevant IS codes in consultation with Engineer-in-charge of DFCCIL Ltd.

**6.1.6. Tests on Undisturbed and disturbed Samples**

- a. Conducting Grain size analysis as per I.S 2720-(Pt.IV) both from SPT & UDS samples, plotting grain size distribution curves and calculating silt Factor.
- b. By sieve analysis for grain size larger than 75 micron
- c. By pipette method or Hydrometer method for grain size smaller than 75 micron.

- d. Determination of specific gravity of soil as per I.S 2720(Pt-III) both from SPT & UDS samples.
- e. Determination of liquid & plastic limits as per IS 2720 (Pt. V) both from SPT & UDS samples.
- f. Determination of natural moistures content as per IS-2720 (Pt. III) both from SPT and UDS samples.
- g. Determination of bulk unit weight as per IS-2720 (Pt. III) both from SPT and UDS samples.
- h. Determination of initial void ratio of soil samples.
- i. Determination of differential free swell index from UDS samples as per IS-2720 (Pt. 40)
- j. Conducting consolidation test in terms of IS-2720 (PT.XV) and finding coefficient of consolidation, coefficient of permeability, coefficient of volume compressibility and various compression ratio.
- k. Conducting Water Absorption Test on soil samples.
- l. Conducting Direct shear test on cohesionless soil samples for determination of shear strength in terms of IS 2720 Pt. XIII.
- i) **Note:** The type of test to be conducted for the soil type should be got approved from Engineer in Charge in advance.
- m. Conducting Triaxial Test for all types of soils under appropriate conditions of drainage, consolidation and with/without measurement of pore pressure for the type of soil under consideration for determination of shear strength parameters of specimen in terms of IS-2720 (Pt. X, XI, XII).
- i) **Note:** The type of test to be conducted for the soil type should be got approved from Engineer in Charge in advance.
- n. Determination of porosity of Rock samples as Per IS 13030
- o. Preparation of rock specimen as per I.S. specification for conducting compression tests.
- p. Determination of compressive strength of rock samples by point load strength method as Per IS: 8784 or unconfined compressive strength as per IS: 9143 (1 set will comprise of 10 No. of samples) as directed by Engineer-in-Charge.
- q. Conducting Petrographic examination of Rock samples as per IS:2386 PT VII, VIII

**6.1.7 The lab test report should clearly indicate the following properties of soil and rock:-**

**i) For soil**

- a. Engineering properties of soil/rock.
- b. The location and extent of rock layer and other weak features.
- c. Soft pockets if any under the hard founding strata.
- d. The geological features like type of rock, fault, fissures etc.
- e. Ground water table.
- f. Artesian condition, if any.
- g. The depth and existence of scour.
- h. The bearing capacity for foundation.
- i. Probable settlement and probable differential settlement of the foundation.

**ii) For Rock**

- a. Depth of rock strata and its variation over a site.
- b. Whether isolated boulder or massive rock formation.
- c. Extent and character of weathered zone.
- d. Joint frequency in the rock.

**Mode of Payment:** Payment will be on basis of RM after submitting the report to the DFCCIL in Two copies.

**6.2 Item No. NS/3: SHIFTING OF TOOLS AND PLANTS FROM ONE LOCATION TO ANOTHER LOCATION**

The item is for shifting tools and plants from one location to another location.

**Mode of payment:** Payment will be done @ one location / KM. The important / major bridge will be considered as one location.

**6.3: Item No. NS/4: SITE SELECTION FOR IMPORTANT / MAJOR BRIDGES**

The contractor has to carry out the selection of technically most suitable site for the Important / Major bridge as close to the existing alignment as possible and finalizing the length and no. of spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile 1 Km on up stream and 1 Km on down stream, traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for required spans must be supported with proper hydrological calculation.

**Mode of Payment:** The payment will be done after submission of the Hydrological calculation report in two copies for each bridge.

**6.4: Item No. NS/5: SITE SELECTION FOR MINOR BRIDGES**

The contractor has to carry out the selection of technically most suitable site for the minor bridge as close to the existing alignment as possible and finalizing the length and no. of a spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile of .5 Km on up stream and .5 Km on down stream, traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for required spans must be supported with proper hydrological calculation.

**Mode of Payment:** The payment will be done after submission of the Hydrological calculation report in two copies for each bridge.

## **6.5: Item No. NS/6: PREPARATION G.A.D FOR MINOR & MAJOR BRIDGES**

Firm/Contractor shall prepare G.A.D for all proposed minor & major bridges based on L-section given by DFCCIL & detailed geotechnical investigation & hydraulic survey carried out by contractor/ Firm. Payment for this item will be made in stages as per the details given below

### **6.5.1: STAGES & SCHEDULE OF PAYMENT :**

- i) On submission of draft GAD to DFCC for each major/minor bridge – 40% of the accepted rate.
- ii) On submission of revised GAD duly complying the observation/addition/deletion suggested and to the satisfaction of DFCCIL for each GAD – 50% of the accepted rate.
- iii) On final submission of GAD in requisite no. of copies along with editable soft copies in AutoCAD format on CD/DVD - 10% of the accepted.

**If the contractor fails to complete any of the above activities, the payment for non-performed activity shall be deducted as decided by DFCC.**

## **6.6: Item No. NS/7: PREPARATION OF DETAILED SCHEDULE OF QUANTITIES.**

Contractor/ Firm shall prepare detailed schedule of quantities for formation, earthwork, blanket, ballast, walling, side drains etc., minor / major bridges & RUB and crossing station & junction station, P. Way etc. complete. The estimates shall be updated to include items as per the latest practice of railway and railway board's instructions. The rates adopted for BOQ and detailed estimate should be latest and realistic. To calculate the realistic rates contractor/ firm shall study the availability of material required for earthwork, blanketing etc considering the lead involved and submit rate analysis to DFCCIL.

### **6.6.1: STAGES & SCHEDULE OF PAYMENT:**

- i) On submission of draft detailed Estimate – 40% of the accepted rate.
- ii) On submission of revised detailed Estimate duly complying the observation/addition/deletion suggested and to the satisfaction of DFCCIL – 50% of the accepted rate.
- iii) On final submission of detailed estimate in requisite no. of copies along with editable soft copies on CD/DVD - 10% of the accepted.

## **6.7: Item No. NS/8: DISTRIBUTION OF NOTICES:**

This item includes the activity of serving of notices to all land owners of each village by deploying able and literate manpower after issue of notification of sec. 20/A, and after issue of Sec. 20/E Notifications. The item includes of affixing notices at Notice Boards of every village and/or Panchayat offices etc. so as to make the land owners aware of the notices. The rate includes all charges for movement of contractor's own manpower, hiring of munadi, loud speaker and all consumables etc. Nothing over and above quoted rates shall be payable under this item. For partial operation of item, pro

rata payment shall be made as decided by competent authority which will be final and binding on the contractor. No disputes on this account shall be entertained.

**Mode of Payment:** The payment will be for each notice per village.

**6.8: Item No. NS/9: COLLECTION OF REGISTERED SALE DEEDS:**

This item includes cost of collection of registered sale deeds for last three years from each individual Sub-registry office of all the districts and deposition of necessary charges thereof to the Govt. authorities. Government fees, if any, shall be paid by the DFCCIL separately. The rates quoted shall also include collection of land rate document of each district containing land rates for each affected village. The rates shall be inclusive of all the charges and nothing over and above quoted rates shall be payable under this item except Government fees, if any.

**Mode of Payment:** Mode of payment will be per sub registry office. Payment will be done only after submission of the sale deeds.

**6.9: Item No. NS/10: IDENTIFICATION OF SMALL, LANDLESS AND MARGINAL FARMERS:**

This item includes activity of identification of landless farmers, small and marginal farmers and working out the compensation package for them and as applicable as per National Policy on Resettlement and Rehabilitation.

**Mode of Payment:** Payment will be on the basis of per district on submission of the record.

**6.10: Item No. NS/11: SUPPLY OF PRECAST RCC M 20 PILLAR**

The contractor shall supply Precast RCC M:20 pillars/boundary mattams of size 150x150x900 mm and shall supply the same at various specified locations as directed by the Engineer in Charge. The item includes all costs of necessary material like cement, steel; stone aggregate, sand, water for casting and curing and all labour to be borne by the contractor. The rates shall be inclusive of the total cost of the finished product including one coat or more of painting and letter writing as directed by the Engineer in Charge. No other charges shall be paid by the DFCCIL over and above the accepted rates.

**Mode of Payment:** Mode of payment for this item is per no. However payment will be done after actual erection of the pillars done at site.

**6.11: Item No. NS/12: ERECTION OF RCC M 20 PILLARS AT SITE**

The contractor shall erect the precast RCC M 20 boundary mattams at site for demarcation of DFCC boundary as directed by DFCCIL Officials and at intervals specified by them. This item includes cost of requisite type of labour for collection of mattams/boundary pillars, cost of transportation from specified locations to the requisite locations for erection and fixing as directed by DFCCIL Officials and as per the design provided, including necessary excavation of earth, concreting and filling

back the excavated earth as required as per site conditions including cost of sand, cement, aggregate, water etc. The pillars will also be engraved with details as directed by DFCCIL. No other charges shall be paid by the DFCCIL over and above the accepted rates.

**Mode of Payment:** Mode of payment for this item is per no. However payment will be done after actual erection of the pillars done at site.

**6.12: Item No. NS/13: SURVEY OF VARIOUS ASSETS FALLING WITHIN THE LAND TO BE ACQUIRED:**

This item includes carrying out survey of various assets like Pucca Structures i.e. building/commercial shops etc., Semi Pucca structures, trees, damages to standing crops, and other value additions like bore well, open wells, electrical pumps, hand pumps etc. falling within the land being acquired for DFCCIL requirement and working out their market valuation by deploying Govt. approved valuer or as directed and accepted by DFCCIL etc. No other charges shall be paid by the DFCCIL over and above the accepted rates.

**Mode of payment:** Payment will be done on submission of survey and complete valuation of the structures to be acquired in the village.

**6.13: Item No. NS/14: MAKING ARRANGEMENTS FOR DISBURSEMENT OF COMPENSATION:**

The contractor shall make all the arrangement of hiring of tents, hiring of vehicle for transportation of Revenue authority, arrangement for opening of bank account of affected land owners, as required. The rates include arrangement of photography and videography of the event etc. He will also make arrangement for preparation of computerized documents of any kind related to distribution of disbursement of compensation to individual owners of the land. No other charges shall be paid by the DFCCIL over and above the accepted rates.

**Mode of payment:** Payment will be done after completion of the work of organization of camp in the village for the disbursement of payment.

**6.14: Item No. NS/15: MAKING NECESSARY ARRANGEMENTS FOR TRANSFERING LAND TITLE TO MINISTRY OF RAILWAYS**

This item includes deployment of manpower for making arrangements for transferring the Land Title to Ministry of Railways including all legal formalities like purchasing of stamp papers, typing work by deploying computer operator/Typist, attending the Revenue Department for necessary stamping and Registration of the Papers etc. **The rate excludes the charges for registration of the papers. Such charges, if any, shall be paid by the DFCCIL.** No other charges shall be paid by the DFCCIL over and above the accepted rates.

**Mode of payment:** Mode of payment is per district.



**6.15: Item No. NS/16: Joint Measurement along with Revenue Authority and Acquiring Agency:** This item includes the work of providing Assistance in the form of Manpower and Tools and Plants for the joint measurement of land proposed for acquisition to the State Revenue Officer and DFCCIL Authorities during the process of acquisition and delivery of possession of the land after acquisition. It will also include the cost of any surveying, using GPS or Total stations with all skilled/unskilled men power, equipment, tools and plants, all transportation etc. complete. The item also includes preparation, supply and fixing of wooden pegs as directed by the Revenue Authority and DFCCIL representative during the course of measurement. The item includes stationery charges for compilation of the report of field measurement. No other charges shall be paid by the DFCCIL over and above the accepted rates. This item also includes co-ordination with revenue and forest officials and other concerned Central/State/Private/ PSU/ Local/ Municipal authorities anywhere in India for any relevant items such as forest land, trees, buildings, utilities (Electrical/ DOT/ Oil and Gas/Water etc.) for joint measurements. The contractor shall announce the date of carrying out JMS in the villages before starting the JMS work.

The Government fees, if any, for the JMS will be paid by the DFCC.

**Mode of payment:** Payment will be done after submission of the JMS sheets duly signed by revenue officials.

**6.16: Item No. NS/17: MAKING PROPOSAL FOR TRANSFER OF GOVERNMENT LAND:**

This item includes the work of providing Assistance to the DFCCIL Authorities & Revenue Staff for processing the Proposal of identification and preparation of proposal for transferring the State Govt. & Central Govt. Land by deploying suitable man power for necessary paper work and typing and printing work as well as processing the registration of the land papers with the District Registration authorities. Registration charges, if any, shall be paid by DFCCIL. No other charges shall be paid by the DFCCIL over and above the accepted rates.

**Mode of payment:** Mode of payment will be per district.

**6.17: Item No. NS/18: VALUATION OF AFFECTED BUILDINGS:**

This item includes the work of getting the affected buildings, other permanent and semi-permanent structures, brick kilns, factories, shops etc valued for the purpose of compensation from Government Approved Valuers. This item also includes the cost of all documentation of this work. The payment under this item shall be actual valuation fees of the structure, plus 15% of the actual fees for processing charges. However the actual fees shall not exceed the Government prescribed fees. No other charges shall be paid by the DFCCIL over and above the accepted rates.

**Mode of payment:** Payment will be done for each case separately on submission of the record.

**(Ashutosh Rankawat )  
Chief Project Manager.  
For and on behalf of DFCCIL**

## SECTION-6

### Schedule of Quantities

Geotechnical investigation, Preparation of GAD of Important, Major & Minor Bridges along with preparation of schedule of quantities, Joint measurement survey, Preparation of land Plan & Land Acquisition Proposal, Preparation of awards as per Railway (Amendment) Act, 2008 and NRRP 2007 for construction of Dedicated Freight Corridor from Ch. 0.00 Km. (Near Village Wamaj in Mehsana district) to Iqbalgarh (Railway Km. 630.90), bypass line from Chadotar (GIM-PNU section) to Karjoda (PNU-ABR section) and short alignment in Ahmedabad district (Old Ch. 62.400 Km. to 85.000 Km.).

#### SCHEDULE OF QUANTITIES

Sr. No.	Item	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
NS/1	Exploratory drilling of 150mm diameter boreholes down to maximum 50 m. depth for important bridges, 30 m. depth for major bridges, 12 m. depth for minor bridges/alignment, in all types of soil @ drilling of Nx size boreholes (65mm diameter) in all type of rock (boulders, weathered and fresh rock) including conducting standard penetration tests at specified depth, collection of disturbed, undisturbed samples from boreholes at major bridges, minor bridges, flyovers, ROB, RUB, Station building and along the proposed alignment for the formation.				
	Total RM of boreholes.				
	a) Important Bridge One No. (10 bore holes) @ 50 m / hole	M	500		
	b) Major Bridges 33 Nos. (66 bore holes) @ 30 m / hole)	M	1980		
	c) Minor Bridges / Alignment / RUB (@ 1 No. / Km.) @ 12 m. / bore hole	M	1488		
	Total	M	3968	1183	4694144

NS/2	Conducting laboratory tests on samples as specified in scope of work and submission of report (Report shall be submitted in Two copies)	M	3968	834	3309312
NS/3	Shifting of tools and plants from one location another location along the alignment @ one km (The major bridge will be considered as one location).	Nos.	153	750	114750
NS/4	To carry out the selection of technically most suitable site for the Important/ <b>Major</b> bridge as close to the proposed alignment as possible and finalizing the length of spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile 1 Km on up stream and 1 Km on down stream, traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for span must be supported with proper hydrological calculation(Reports Shall be submitted in TWO copies)	No.	35	5100	178500
NS/5	To carry out the selection of technically most suitable site for the <b>Minor</b> bridge as close to the proposed alignment as possible and finalizing the length of spans, type of sub structure as well as design of scour beds and guide bunds wherever required. This will necessitates leveling of the river profile of 0.5 Km on up stream and 0.5 Km on down stream, traversing of catchments area of the stream, collection of hydrological data and hydrological calculation for deciding water way of the bridges. The proposal for span must be supported with proper hydrological calculation. (Reports Shall be submitted in TWO copies)	No.	163	2550	415650
NS/6	Preparation of G.A.D for all proposed minor & major bridges based on L-section given by DFCCIL & detailed geotechnical investigation & hydraulic survey carried out by contractor/ Firm. (Reports Shall be submitted in TWO copies)	No.	194	5435	1054390

NS/7	Preparation of detailed schedule of quantities for formation work and ballast supply for double line construction including crossing station and junction station. The location of junction station and crossing station will be given by DFCCIL. The BOQ should consist of Quantity of earthwork, blanket material, ballast, length of retaining walls, length of side drains etc., detailed quantities of various items of minor & major bridges and RUB and cost estimation there of. The estimate shall be updated to include items as per the latest practice of Railway and Railway Board's instructions. The rates adopted for schedule of quantities and detailed estimate should be latest and realistic. To calculate the realistic rates, contractor/firm shall study the availability of materials required for earthwork, blanketing etc and lead involved and submit rate analysis. (Reports Shall be submitted in TWO copies	Km.	149	5435	809815
NS/8	After various notifications under Railway (Amendment) Act 2008, the declaration of the same to all the owners of the land by distribution of notices, affixing the notices at notice board of every village office, Panchayat, Talaties office, as well as announcement (Munadi) in every village by loud speakers for awareness and information. (Munadi to be made at different stages of publication of notices).	Per Village	225	1000	225000
NS/9	Collection of sale deeds for the last three years and the rate list of district. (Govt. Fees if any shall be paid by the DFCC Separately)	Per Sub Registry Office	9	10000	90000
NS/10	Identification of landless small and marginal farmers and preparation of compensation packages.	Per District	4	25000	100000
NS/11	Supplying pre-cast RCC M 20 pillars of size 150X150x900 mm at site as directed by DFCCIL.	Per No.	3100	316	979600
NS/12	Erection at site precast RCC M:20 pillars/ boundary mattams for demarcation of DFCC boundary in M 10 CC as per drawing given by DFCCIL	Per No.	3100	180	558000

NS/13	Survey and valuation of affected structures, standing crops, trees, any other damages and any other value addition to the land, multistoried Buildings etc.	Per Village	75	5000	375000
NS/14	Distribution of compensation-opening of bank account of affected parties in the nearby schedule/regional rural bank, depositing the compensation cheques in the bank and furnishing the acknowledgement of the same for the record. This item also includes organizing camps for disbursement of compensation by making suitable arrangement for tents, all cost of transportation, vehicle for Revenue authorities, typing, Videography and photography etc.	Per Village	75	10000	750000
NS/15	Making necessary arrangements for transferring the land title to Ministry of Railways with all legal formalities like purchase of stamp papers, typing work involved, handing/taking over of land, attending the Revenue Department, for necessary stamping and registration there of etc. (Cost of Stamp Papers and Govt. Charges for registration if any shall be paid by DFCC).	Per District	4	25000	100000
NS16	Joint Measurement along with Revenue Authority and Acquiring Agency (DFCCIL) for the purpose of acquisition of land. It will also include the cost of any surveying, if required, using theodolite or Total stations with all skilled/unskilled men power, equipment, tools and plants, all transportation etc. complete in order to erect the center line and/or boundary line pillars at 100m c/c or 50m c/c as directed by DFCCIL. NOTE:-This item also includes coordination with revenue and forest officials and other concerned Central/ State/Private/ PSU/ Local/ Municipal authorities anywhere in India for any relevant items such as forest land, trees, buildings, utilities ( Electrical/DOT/ Oil and Gas/Water etc) for joint measurements.	Per Route KM	125	1500	187500

NS/17	Making proposal in the specified format for acquisition of Government land, follow up with District/ State Revenue and forest officials for transfer to DFCCIL including preparation of proposals in specified formats in regard to cutting of trees and identifying alternative locations for planting new saplings as directed by DFCCIL.	Per District	4	10000	40000
NS/18	Valuation of affected buildings by Government approved valuers.	Per CASE	LUMP SUM	Actual fee+ 15% processing charges	500000
	<b>TOTAL FOR SCHEDULE Rs.</b>				<b>14481661</b>

**Note: - The payment shall be done as per the above schedule based on actual quantum of work done as certified by engineer in charge.**

In figure: - \_\_\_\_\_% above / at par / or below

In words: - \_\_\_\_\_% above / at par / or below

**The tenderer is required to quote the overall single percentage rate above / at par / or below. The tenderer quoting the rates for individual items will be**

**disqualified. The tenderer is required to quote the rate in both words and figures. In case of any discrepancy, rate quoted in word shall prevail.**

**(Seal & Signature of bidder)**

BIDDER'S GENERAL INFORMATION

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Registered Address: \_\_\_\_\_

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1-4 Operation Address if different from above:

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1-5 Telephone Number \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address & Web Site  
\_\_\_\_\_

1-7 Telefax Number \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)

1-8 ISO Certification, if any {If yes, please furnish details}

1-9 PF / EPF Registration No.:

1-10 Service Tax No.:

1-11 Pan No.:

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

(Seal & Signature of bidder)



**LIST OF SIMILAR WORKS COMPLETED IN THE LAST 3 YEARS**

Sl. No.	Description of work	Organization for whom the work has been done	Approximate value of the work at the time of award	Scheduled completion date	Date of actual completion & reason for delay	Final Value of the contract	Remarks

**Note :- Experience certificate from Govt. Organizations/PSUs/ Private Ltd. companies must be attached**

**(Seal & Signature of bidder)**

**LIST OF SIMILAR WORKS ON HAND**

Sl. No.	Description of work	Organization for whom the work is executed	Approximate value of the contract at the time of award	Scheduled date of completion	Balance work to be done	Remarks

**Note :- Experience certificate from Govt. Organizations/PSUs/ Private Ltd. companies must be attached**

**(Seal & Signature of bidder)**

**LIST OF EQUIPMENT**

Sl. No.	Name and type of instrument/equipment	Qty.	Model/Sl. No.	Year of purchase	Remarks (Proof of purchase)

- 1. Photocopies of the invoices for GPS/ Total Station must be enclosed
- 2. Photocopies of the invoices for software’s along with serial no., computers and peripherals required for preparation of maps must be enclosed.

**(Seal & Signature of bidder)**

## LIST OF COMPUTER &amp; SOFTWARE

Sl. No.	Name and type of software	Qty.	Model/ Sl. No.	Year of purchase	Remarks (Proof of purchase)

- 1 Photocopies of the invoices for software's along with serial no., computers and peripherals required for preparation of maps must be enclosed.

(Seal & Signature of bidder)

The list of Key Personnel who under take the job which include the Team Leader(s) and the surveyors.

Sl. No.	Name of incumbent	Professional Qualification	Areas of Specialization	Total experience		Training	Date since Employed with consultant	Total No. of projects Completed
				Related field	Other Field			

(Seal & Signature of bidder)

## PROFORMA FOR CURRICULUM VITAE

1. Name of Staff :
2. Proposed Position :
3. Profession :
4. Date of birth :
5. Years with Firm:
6. Nationality :
7. Tasks that would be assigned:  
In the survey project
8. Education

Year	Degree/ Diploma	School/College	Main field

9. Technical training other than  
academic qualification :
10. Membership of :  
professional bodies
11. Knowledge of :  
Computer application  
  
Word processing:  
  
Spread sheet :  
  
Data base :

CAD :

Programming :

12. Technical papers :  
Published

13. Foreign visit/work experience:

14. Award received :

15. Languages (indicate the degree of proficiency – good, fair, poor, nil):

Language	Speaking	Reading	Writing

16. Employment Record:

(Starting with the latest, furnish details in the following format)

From - To      Employer:  
                          Position:  
                          Duties:

**(Seal & Signature of bidder)**

## CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly

Describes my qualifications my experience and myself.

Place:

Signature.....

Date:

Name.....

Note :

1. Nothing to entered in this form. The Consultant shall use this format to furnish the details separately for each member of the staff- Team Leader(s) and all the surveyors who will be deployed on the survey project and not for other disciplines.
  
2. Information for each item shall be furnished. Where there is no any information (reply), 'Nil' shall be entered.

**(Seal & Signature of bidder)**



**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To,  
DFCCIL  
Name & Address of Project.

[Acting through \_\_\_\_\_ Project Incharge) & Address of the Project]

WHEREAS \_\_\_\_\_ [name and address of Consultant]

(hereinafter called “the Consultant”) has undertaken, in pursuance of Contract

No. \_\_\_\_\_ dated \_\_\_\_\_ to execute

\_\_\_\_\_ [name of contract and brief

description of works} (hereinafter called “the contract”).

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

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

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

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the

Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (a date 28 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

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

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)  
**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_  
 (Month/year) between **Dedicated Freight Corridor Corporation of India Ltd.**,  
 acting through (Project Head and name / address of the Project)  
 WHEREAS the Employer is desirous that certain works should be executed by  
 the Consultant viz. Contract No. \_\_\_\_\_  
 (hereinafter called “the works”, and has accepted a Bid by the Consultant for the  
 execution and completion of such works and the remedying of any defects therein.  
 NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) Letter of Acceptance of Tender
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Conditions of the Contract
  - e) Bill of Quantities
3. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenant to pay the Consultant in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable 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 this Agreement executed the day and year first before written.

(Name, Designation and address of the authorized signatory)  
Signed for and on behalf of the Contractor in the presence of:

(Name, Designation and address of the authorized signatory)  
Signed for and on behalf of the Employer in the presence of:

Witness:

1.

2.

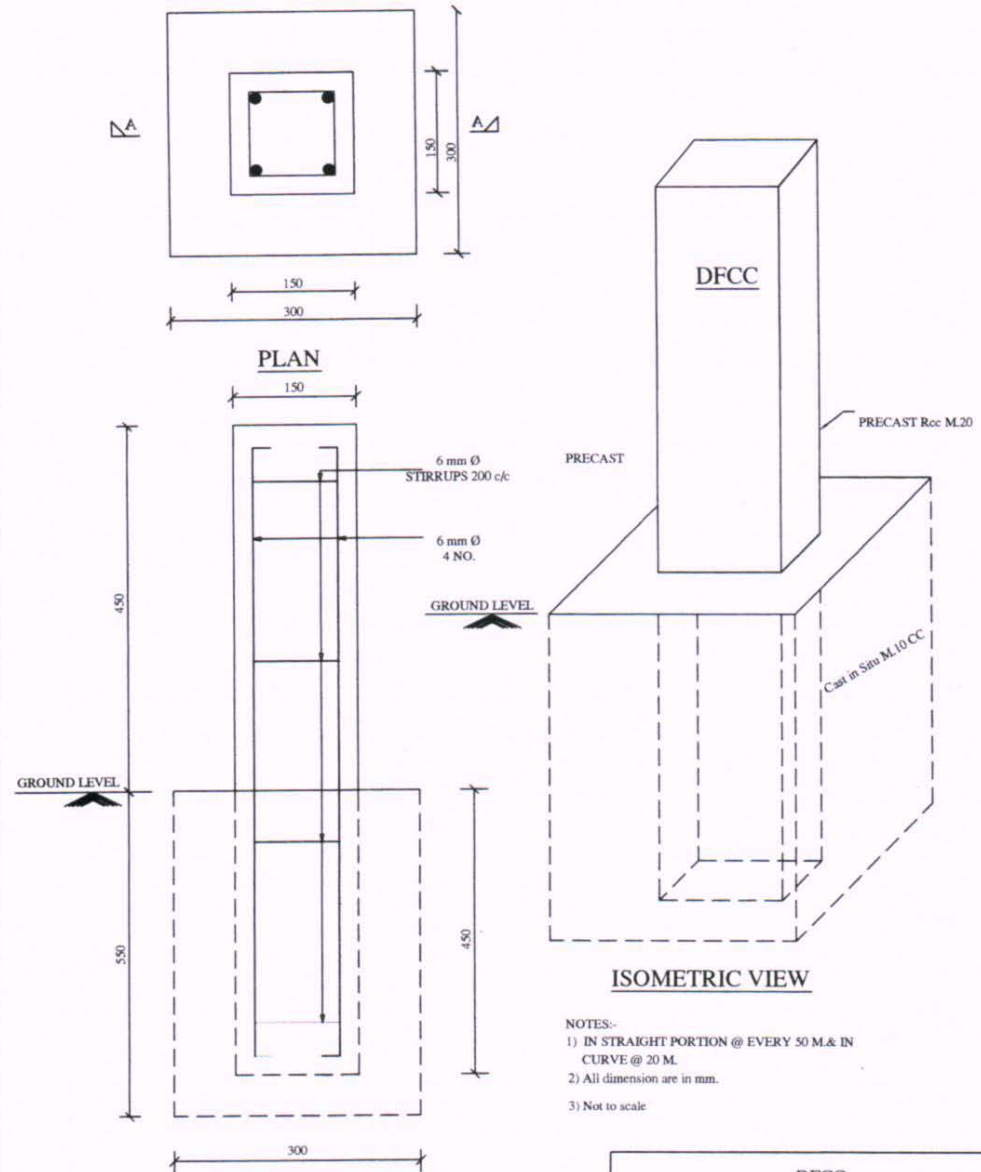
Witness:

1.

2.

Name and address of the witnesses to be indicated.

Annexure - III



- NOTES:-
- 1) IN STRAIGHT PORTION @ EVERY 50 M. & IN CURVE @ 20 M.
  - 2) All dimension are in mm.
  - 3) Not to scale

DFCC	
DRAWING OF RCC PILLAR	
<i>[Signature]</i> AM/Engg	<i>[Signature]</i> C P M (DFCC)