



डेडीकेटेड फ्रेट कोरीडोर

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

(7th Floor, New Administrative Building, D. N. Road, Mumbai - 400001)
(Tel: 022-22634185, Fax: 022-22634184, email: npatil@dfcc.co.in)

TENDER DOCUMENT

Tender No.: MUM/EN/LA/WORKS/348-I

Name of Work: Providing facilitation for the work of acquisition of land for DFCCIL in JN Port – Bhilad section (app. 200 kms) covering 4 districts namely Raigarh, Thane, Palghar & Valsad , from the stage of Sec.20A(2) onwards up to transfer of title in favour of DFCCIL / Rlys., Liasoning with Competent Authorities (CA) for publishing of notifications , preparation of report / publication of 20E, Liasoning with Dy. SLR for Site-measurement of land, PWD, agriculture & forest department for valuation of trees/structures, C A for preparation & distribution of award, KJP , possession of land etc. with close liaison/interaction with District & State Revenue & Forest Authorities and providing and fixing boundary posts.

Cost: ₹3,000/- (₹ Three Thousand Only)
(Non-refundable)



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Important Instructions:

- 1) For any additional information / clarification, the tenderer may contact below named official on any working day during office hours.

Shri P. M. Asai
Dy. Project Manager (Engg.)
DFCCIL/Mumbai
Tel: 022-22634185, Mob: 9004443304

- 2) Tenderer may please not that, corrigendum / addendum / time extension etc. of this tender will be uploaded on the websites www.dfccil.org and www.eprocure.gov.in only and will not be published in newspapers. Tenderers should regularly visit the above websites to keep themselves updated.



SECTION - I
NOTICE INVITING TENDER

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

| | |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tender No. | MUM/EN/LA/WORKS/348-I |
| Name of Work | Providing facilitation for the work of acquisition of land for DFCCIL in JN Port - Bhilad section (app. 200 kms) covering 4 districts namely Raigarh, Thane, Palghar &Valsad , from the stage of Sec.20A(2) onwards up to transfer of title in favour of DFCCIL / Rlys., Liasoning with Competent Authorities (CA) for publishing of notifications , preparation of report / publication of 20E, Liasoning with Dy. SLR for Site-measurement of land, PWD, agriculture & forest department for valuation of trees/structures, C A for preparation & distribution of award, KJP , possession of land etc. with close liaison/interaction with District & State Revenue & Forest Authorities and providing and fixing boundary posts. |
| Estimated Cost of Work | ₹ 38,89,575/- (₹ Thirty Eight Lacs Eighty Nine Thousand Five Hundred Seventy Five only) |
| Completion Period | 12 Months |
| Type of BID | Open Tender |
| Earnest Money Deposit | ₹ 77,792/- (₹ Seventy Seven Thousand Seven Hundred Ninety Two Only) |
| Date and time of submission tender document | Upto 15.00 hrs on 25-03-2015 |
| Date and time of opening of tender | At 15.30 hrs. on 25-03-2015 |
| Eligibility Criteria: | <ol style="list-style-type: none"> 1. The agency should have annual turnover of at least Rs. 50% of Contract Value i.e. Rs. 19.45 lakhs. The turnover should have been certified by a practicing CA or shall be verified based on Income tax Returns. 2. The agency should have experience of carrying out similar work in past 3 years and should have received aggregate payment (Final or running bills) amounting |

| | |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>to Rs. 19.45 lakhs in past three years.</p> <p>Note: Similar work means "Consultant / Contractor should have carried out land survey with total station and should have prepared land plans in Auto CAD OR should have worked as Agency assisting / facilitating State Government/ Central Government/ PSU in land acquisition works.</p> <p>The Tenderer should submit documents in support of minimum eligibility criteria along with the tender. Tenders without any documents in support of minimum eligibility criteria will not be accepted / entertained after opening of the tender.</p> |
| Authority and place for submission of completed tender document | Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 7 th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST - 400 001 |
| Address for Communication | Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 7 th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST - 400 001 |

Tender form can be purchased from the Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 7th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST - 400 001, on any working day **before 25/03/2015 between 10:00 hrs to 17:00 hrs and on 25/03/2015 up to 11:00 hrs on payment of ₹ 3000/- (₹ Three Thousand)** (non-refundable) in the form of Demand Draft/Bankers Cheque issued by any nationalized bank of India or any scheduled bank of India, in favour of DFCCIL payable at Mumbai. The tender document can be downloaded from the website:

1. www.dfccil.org.
2. www.eprocure.gov.in

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

In case tender opening date happens to be holiday, tender will be received/opened on the next working day at schedule time.



INVITATION FOR TENDER

To

.....

Dear Sir,

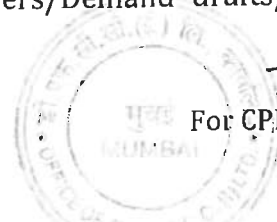
1. Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 7th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST - 400 001, for and on behalf of DFCCIL invites sealed open tenders from tenderers for undertaking the following work:

| Tender No. | Name of work |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MUM/EN/LA/WORKS/348 I | Providing facilitation for the work of acquisition of land for DFCCIL in JN Port - Bhilad section (app. 200 kms) covering 4 districts namely Raigarh, Thane, Palghar & Valsad, from the stage of Sec.20A(2) onwards up to transfer of title in favour of DFCCIL / Rlys., Liasoning with Competent Authorities (CA) for publishing of notifications, preparation of report / publication of 20E, Liasoning with Dy. SLR for Site-measurement of land, PWD, agriculture & forest department for valuation of trees/structures, C A for preparation & distribution of award, KJP , possession of land etc. with close liaison/interaction with District & State Revenue & Forest Authorities and providing and fixing boundary posts. |

2. DETAILS OF TENDER DOCUMENTS-

- 2.1 **Tender Documents:** The interested Tenderers may collect the tender documents from the office of Chief Project Manager, DFCCIL, Mumbai on any working day before **25/03/2015 between 10:00 hours to 17:00 hours and on 25/03/2015 up to 11:00 Hours on payment of ₹3000/- (₹ Three Thousand)** in the form of Demand Draft/Bankers Cheque issued by any nationalized bank or any scheduled bank, in favour of DFCCIL payable at Mumbai. Tender Documents can be downloaded from websites (www.dfccil.org, www.eprocure.gov.in & www.dfcc.in). If downloaded tender document is used then cost of the tender document has to be submitted with tender document in the form of Demand Draft/Bankers Cheque issued by any nationalized bank or any scheduled bank, in favour of DFCCIL payable at Mumbai. Tender submitted without cost of tender document/earnest money shall summarily be rejected.

Tenders must be accompanied by Bid Security (Earnest Money Deposit) of ₹ 77,792/- (₹ Seventy Seven Thousand Seven Hundred Ninety Two Only Only) valid for 120 days in the form of Fixed Deposit Receipts/ Term Deposit Receipts/Pay orders/Demand drafts/ Bankers



Cheque of scheduled banks approved by RBI drawn in favor of DFCCIL payable at Mumbai. Tenders received without earnest money shall be summarily rejected.

- 2.1 **Date of Receipt and opening of Tenders:** The completed Tenders addressed to CPM/DFCCIL/Mumbai and super scribed the name of work must be dropped in the tender box in the office of CPM/DFCCIL/Mumbai **up to & not later than 15:00 hrs on 25/03/2015 and the same shall be opened at 15:30 hrs on the same day** in presence of Tenderers who choose to remain present. DFCCIL will not be responsible for any delays in receiving the Tendering documents by the Tenderer or receipt of Tenders by DFCCIL. Tender received after the opening shall not be considered for evaluation and will be dealt with as per extent policy.
- 2.2 **Address for Communication:** Interested Tenderers may obtain further information from the office of "Chief Project Manager, DFCCIL, 7th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai CST – 400 001.
- 2.3 Tenderers are requested to give unconditional offers only. A conditional offer, having financial implication, will be summarily rejected.
3. **Completion Period:** Total time for completion of work shall be **12 months** from the date of issue of Letter of Acceptance by DFCCIL. Time is the essence of the Contract.

4. GENERAL

- 4.1 Tender document is non-transferable. Tenders received from tenderers in whose name Tender Document has been issued from DFCCIL shall only be considered. Tender Documents can be downloaded from the websites also.
- 4.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post.
- 4.3 The Offer should be **valid for 90 days** from the date of opening of the tender; it can be extended further if required by mutual agreement from time to time. The Tenderers cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Bid Security (Earnest money).
- 4.4 The tenderer shall submit following certificate:
"I/We declare that we have submitted all the relevant documents required for the work like turnover details, credentials, ITCC, certificate for various related work etc. and has nothing more to submit."



(Navin N. Patil)

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



SECTION - II

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

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

Sub: Providing facilitation for the work of acquisition of land for DFCCIL in JN Port - Bhilad section (app. 200 kms) covering 4 districts namely Raigarh, Thane, Palghar & Valsad, from the stage of Sec.20A(2) onwards up to transfer of title in favour of DFCCIL / Rlys., Liaisoning with Competent Authorities (CA) for publishing of notifications, preparation of report / publication of 20E, Liaisoning with Dy.SLR for Site-measurement of land, PWD, agriculture & forest department for valuation of trees/structures, C A for preparation & distribution of award, KJP, possession of land etc. with close liaison/interaction with District & State Revenue & Forest Authorities and providing and fixing boundary posts.

Ref: Tender Notice No. MUM/EN/LA/WORKS/348-I

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to adhere by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Bid Security (Earnest Money Deposit)". I/We offer to do the work as set out in the Tender Document. I/We also agree to tender by the General Conditions of the Contract and to carry out the work according to the specification and Special Conditions of contract as laid down by the DFCC Administration for the execution of present contract.
2. A sum of ₹ 77,792/- is being submitted as **Bid Security(Earnest Money Deposit)** in the form of Fixed Deposit Receipts/ Term Deposit Receipts/Pay orders/Demand drafts/ Bankers Cheque of scheduled banks of India approved by RBI No..... dated.....issued by.....(Name & Branch of Bank). The value of the Bid Security (Earnest Money) shall stand forfeited without prejudice to any other rights or remedies if:
 - (i) I/We do not execute the contract agreement within 7 (seven) days of receipt of notice by the DFCCIL administration that such documents are ready.
 - (ii) I/We do not submit a Performance Security in the form of Bank Guarantee equal to 5% (Five Per cent) of contract value as per the Proforma prescribed by DFCC, within 30 days of issue of Letter of Acceptance.



Tender No. MUM/EN/... LA/WORKS/348 -I

(iii) I/We do not commence the work within 7 days after receipt of Letter to proceed.

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

| | |
|---------------------------------------------------|----------------------------------------------------------|
| Signature of Witness Name & Address of Witness | Signature of Tenderer/Consultant Consultant's Address |
|---------------------------------------------------|----------------------------------------------------------|

Consultant

8



(II) Check List for Documents to be submitted.

Name of Tenderer:

| Sr. No. | Documents to be Attached | Tick appropriate option |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1. | Bid Security (Earnest Money Deposit) of requisite amount in the prescribed form | Yes/No |
| 2. | Tender document cost of requisite amount in the Prescribed form, in the case of Tender Document down loaded from web site. | Yes/No |
| 3. | The Covering Letter as per format given in the Section-II(I) | Yes/No |
| 4. | Constitution of the firm in the form prescribed in Annexure1 (i) Details of completed works in last 3 years and current year. (ii) The relevant documents and certificates from the client. | Yes/No |
| 5. | Power of Attorney of the person signing the tender documents in original if specific to this work or photocopy of the General Power of Attorney of the Company in favour of the person signing the tender, duly attested by Notary Public. | Yes/No |
| 6. | Complete Tender document including corrigendum duly stamped and signed by the Tenderer on each page. | Yes/No |
| 7. | Schedule of Items, Rates & Quantities (Sec- V) duly filled in, stamped and signed on each page by the Tenderer. | Yes/No |
| 8. | Certified Copy of Sales Tax/Works Contact Tax Registration Certificate (as applicable) | Yes/No |
| 9. | Certified Copy of Registration of Company, Partnership deed /Memorandum and Articles of Association of the firm. | Yes/No |
| 10. | Certified copies in support of fulfilling Eligibility criteria. | Yes/No |

Signature of
Tenderer/Consultant

Section-3

SPECIAL CONDITIONS OF CONTRACT

INTRODUCTION

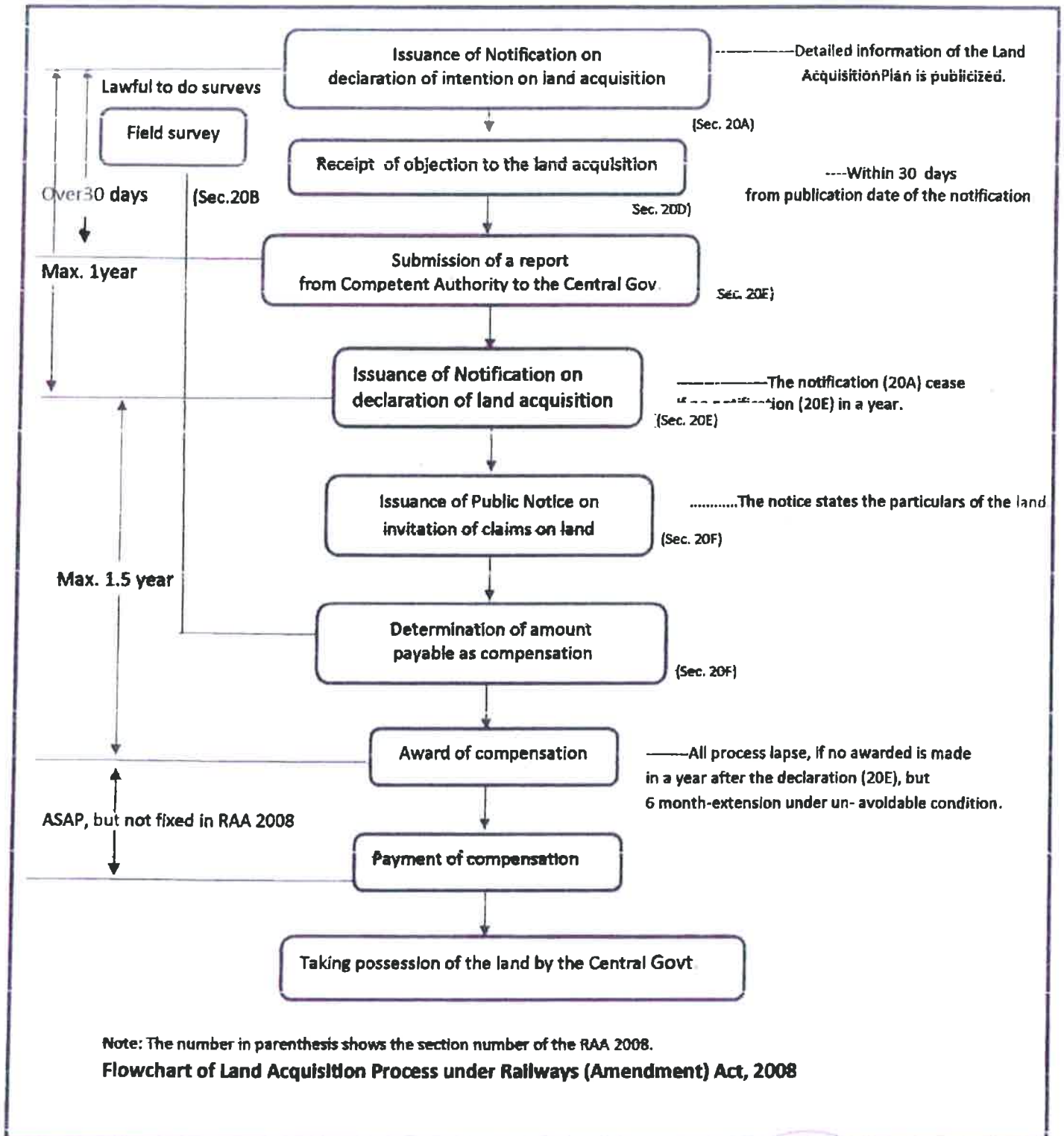
Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a PSU under Ministry of Railways, is an SPV formed for the construction of dedicated freight corridors in the country. Western DFC starts from JN Port and goes up to Dadri near Delhi. CPM / Mumbai is in-charge of the construction of this corridor from J N Port (Maharashtra) to Bhilad (Gujarat).

In order to construct this corridor, about 600 Ha. of private and Government land is to be acquired by DFCCIL, in the districts of Raigarh, Thane, Palghar and Valsad . The area requirement is in the form of a narrow strip of about 50-60 Met , both along the existing CR & WR tracks as well as in various detours away from the Railway lines .

The land acquisition is to be carried out under specifically enacted Railways (Amendment) Act 2008, wherein nominated SLAO of the State Governments have been notified as "Competent Authorities" in each district. These CAs shall exercise various powers under the Act for acquisition of land and the consultancy services now being sought through this tender are to assist the CAs in implementing various proviso of Act in a time bound manner. The copy of the Act is also enclosed herewith for the information of the bidders and to give them a sense of timing within which requisite deliverables are to be ensured.

A. BRIEF SCOPE OF WORK:

The work of facilitation for the acquisition of land for DFC project includes all the assistance to DFCCIL as per schedule of various activities for carrying out the work within time bound manner from distribution of various notices after 20 A notifications to the physical possession of the land in all respect. There are various State Government departments involved in this process like Revenue departments, SLR, Dy. SLR/TILR, Agriculture Department, Forest Department, PWD department etc. close co-ordination with all these departments is required for timely completion of the work. There are various provisions in Railway Amendment Act 2008, for time bound completion of the land acquisition processes these are as shown as Flowchart on next page.



The above is the maximum time limit of the land acquisition, however in the present work all these processes have to be completed within a period of 12 months duly following minimum notification period as given in the Railways Amendment Act 2008 (RAA 2008).

The brief scope of various activities is as under -:

1. Distribution of Notices:

After publication of Gazette notification under section 20 A of RAA 2008, the notices will be prepared by Competent Authority. These notices are required to be distributed among affected persons, given wide publicity by fixing them at Talathi, Panchayat offices, Circle offices / Tahsildar offices on their notice boards etc. and taking photographs of such fixing of notices, acknowledgement of PAPs. The necessary instructions to the concerned revenue officials in this regard will be given by Competent Authority's office.

2. Site Survey:

The consultant shall have to assist Dy. SLR/TILR concerned in preparation of notices for conducting site survey and its distribution to land owners whose surveys are getting affected by acquisition of land. Preparation of notices and its issuance to various other state departments such PWD, Agriculture, Forest & any other concerned officials who are required to be available for site survey. Providing adequate number of surveyors, assisting persons to surveyor of Dy. SLR/TILR while conducting the survey. One Senior Engineer with adequate experience shall have to be engaged for arranging and carrying out of Site Survey. Demarcation of land boundary with wooden pegs and with lime powder as directed by APM/DPM and Surveyor of Dy. SLR/TILR in advance before actual start of survey work. Arrangement of transportation to be made by consultant. The adequate manpower such as 1 surveyor and assisting staff each also have to be arranged to facilitate state PWD, Agriculture and Forest Department officials for valuation of structures if any and trees on the land being acquired at the time of site survey. Before finalization of date of site survey by Dy. SLR/TILR, consultant shall have to give adequate advice to CPM/DFCCIL Mumbai unit and submit his detailed programme and manpower, equipment/ machinery etc. being deployed for the work. After distribution of notices to PAPs well in advance (generally 15 days) before actual site survey, the consultant have to report CPM/DFCCIL Mumbai Unit about the response of affected persons in the concerned village and advise if any Police protection have to be arranged for carrying out survey.

During site survey, the Consultant have to pick up every details of land being acquired and adjoining land other important and prominent structures etc. as required by the surveyor of State Government with his total station equipment. The adequate numbers of total stations have to be arranged by the Consultant as directed by APM/DPM for completing the work on the same day.

The consultant have to collect 7/12 extract of affected person at this stage required for preparation of "Vivaran-Patra". The survey carried out has to be plotted on AutoCAD and the drawings along with "Vivaran-Patra" have to be prepared for verification of the concerned surveyor, plotting of Gut-books of various survey numbers under acquisition and obtaining signatures of all concerned officials on it. Taking adequate (generally 5 nos.) copies of drawing & "Vivaran-Patra" and submitting the same to all concerned including CPM /DFCCIL Mumbai office.

In order to complete site survey in time, the Consultant shall be required to have engage multiple teams to be detailed in different Tahsils simultaneously. This logistic aspect must be kept in mind while bidding.

3. Facilitating CPM/DFCCIL Mumbai unit for preparation of 20E:

Consultant have to prepare 20 E notifications in English and Marathi (Kruti Dev 10 font) to be published in "The Gazette of India" after the advice from Competent Authority about the same. The corrections if any have to be carried out. This also includes translation of report of Competent Authority in English. After notification under section 20 E, the Consultant have to distribute notices to all affected persons. The other necessary documents such as 7/12 extract are also required to be collected by Consultant so as to ascertain name of affected persons.

4. Facilitation to PWD, Agriculture & Forest Department:

Consultant have to prepare the various valuation reports of structures, Agriculture & Forest trees as per the direction of the respective State Government officials as per the site survey. Get these reports signed by respective Government officials and submit the same to DFCCIL and Competent Authority.

5. Facilitation to Competent Authority:

Consultant have to facilitate Competent Authority for collection of various documents at the time of preparation of award (20 F) by Competent Authority. These documents include fresh 7/12 extract, 8 A, BPL, Widow certificate etc. Consultant should also collect documents of affected persons required at the time of disbursement of payment such as identity proof, Ration Card, affidavit on stamp paper in case of multiple persons holding the single plot, "Ferfar" etc. After disbursement of payment, the consultant should prepare and submit the village wise files for mutation of land to Dy. SLR/TILR which include order of Competent Authority for mutation, Xerox copies of site survey plans, "Vivaran-Patra",

possession receipts, copy of award etc. complete in all respect with all his manpower and machinery etc.

6. Facilitation to other Revenue departments & Dy. SLR/TILR:

7. For preparation of KJP the consultant should provide his manpower & machinery and after the same should assist Tahsildar, Circle & Talathi in modifying 7/12 extract in favour of "Indian Railways".

8. Facilitation to DFCCIL taking physical possession of land:

Consultant have to facilitate DFCCIL in all respect for taking physical possession of land at site. He should inform all the affected persons who have collected payment of compensation to remain present at site and obtain their signature in presence of DFCCIL official and arrange for physical possession of the land.

9. Co-ordination with Revenue Department:

In order to complete the Land Acquisition within the time frames specified in the Act and to avoid busting of mandatory limit of 12 months, the Consultant shall be required to have close co-ordination with the Revenue Authorities in the district as well as at the State Govt. level. To accomplish this, sufficient numbers of manpower shall be provided by the Consultant for necessary monitoring and chasing.

10. Boundary Posts:

The concrete pillars shall be of pre-cast concrete as per the drawing issued by DFCCIL and shall be fixed firmly in the ground.

11. Stages & Schedule of payment:

- (i) Keeping in view mandatory and legal requirement of completing all the Land acquisition formalities for publication of 20E (declaration of acquisition of land) within a period of 12 months after the issue of 20A, it shall be prime responsibility of the Consultant to ensure timely performance of all the activities leading up to the stage of 20E. In case of any failure on this account, as the Land acquisition process shall be declared void as per Act, DFCCIL shall be at full liberty to short close the contract and forfeit the Performance Guarantee. The consultant will have no claim, whatsoever, in this regard.
- (ii) Payment for various schedule items shall be made through on account bills, to be preferred by the consultant, which shall be processed within a period of 15 days by DFCCIL subject to submission of all related documents complete in all respect along with the bill.

12. Schedule Items in details:-

Though various schedule items shall be executed as per the description given in BOQ. However, supplementary details of each of these items are as under:-

SCHEDULE A

Schedule Item no. 1:-This item includes the activity of serving of notices to all land owners of each village by deploying able and literate manpower. 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; rate includes of all charges for movement of Consultant's own manpower and all consumables etc. Payment of item shall be made on the production of the documentary proof (photo fixing notice) of the same. Nothing over and above quoted rates shall be payable under this item.

Schedule Item No. 2:-This item includes providing complete technical assistance by way of manpower, survey equipments, transport arrangements etc. for the execution in a time bound manner along with complete follow up with the Dy. SLRs / Revenue Authorities and the affected land owners. The item includes demarcation of land boundary with wooden pegs, lime powder, preparation and issue of notices to all concerned such as land owners, Agriculture/ Forest/ PWD departments, preparation of drawing, area calculation, abstract statement (Vivaran-Patra) in five sets, collection of 7/12 abstract etc. Giving assistance to Agriculture/ Forest/ PWD for their measurement works by providing skilled manpower. Chasing the matter till its completion.

The rates shall be inclusive of all the charges and nothing over and above quoted rates shall be payable under this item.

Schedule Item No. 3:-This item includes the work of providing Assistance to the DFCCIL Authorities by deploying suitable man power for necessary paper work and typing and printing work for preparation of 20 E statement in prescribed format Hindi & English in 2 copies for publication in Gaz. Notification collection of documents required such as 7/12 abstract etc.

The rates shall be inclusive of all the charges and nothing over and above quoted rates shall be payable under this item.

Schedule Item No. 4:- This item includes the activity of serving of notices to all land owners of each village by deploying able and literate manpower. 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; rate

includes of all charges for movement of Consultant's own manpower and all consumables etc. Payment of item shall be made on the production of the documentary proof (photo fixing notice) of the same. Nothing over and above quoted rates shall be payable under this item.

Schedule Item No. 5:-This item includes facilitating Public Works Department for carrying out survey of various assets like Pucca Structures i.e. building/commercial shops etc., Semi Pucca structures, and other value additions like bore well, open wells, electrical pumps, hand pumps etc. falling within the land being acquired for DFCCIL requirement and co-ordinate for working out their valuation. Chasing the matter till its completion. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Schedule Item No. 6:-This item includes facilitating Forest Department for carrying out survey of various types of trees falling within the land being acquired for DFCCIL requirement and co-ordinate for working out their valuation. Chasing the matter till its completion. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Schedule Item No. 7:-This item includes facilitating Agriculture Department for carrying out survey of various types of trees falling within the land being acquired for DFCCIL requirement and co-ordinate for working out their valuation. Chasing the matter till its completion. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Schedule Item No. 8:- This item includes facilitating Competent Authority for collecting all documents required for preparation of award such as 7/12 abstract, 8A abstract, widow certificate, below poverty line (BPL) list, etc. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Schedule Item No. 9:-This item includes deployment of manpower for making arrangements for transferring order of the Land Title to DFCCIL with all documents required such as J M sheet, Vivaran-Patra, possession receipt, etc. including all legal formalities like typing work, Xeroxing by deploying computer operator/Typist, submission of the same to Dy. SLR, attending the Revenue Department for necessary chase up. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Schedule Item No. 10:-This item includes the work of providing Assistance in the form of Manpower for facilitating Dy. SLR for preparation of KJP, chasing the matter till its completion and further submission to Tahsildar, Circle officer (Mandal Adhikari)/ Talathi for transferring land title. No

other charges shall be paid by the DFCCIL over and above the accepted rates.

Schedule Item No. 11:-This item includes the work of providing assistance in the form of Manpower for facilitating Tahsildar, Circle officer (Mandal Adhikari)/ Talathi for transferring land title, chasing the matter till its completion. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Schedule Item No. 12:-This item includes the work of taking photographs of structures with name board of each affected PAPs and submission of hard copy with all details of PAP such as name, survey no. structure details etc. by deploying man power, consumables, transportation etc. and also submission of report village-wise in 2 copies one with ring binding and other loose. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Schedule Item No. 13:-This item includes the work of providing Assistance to the DFCCIL Authorities by deploying suitable man power for taking physical possession of land by verifying the acquisition area as per possession receipt with the land owner and submit the joint report in prescribed format having signature of all members in 7/12 abstract of land owner.

The rates shall be inclusive of all the charges and nothing over and above quoted rates shall be payable under this item.

Schedule Item No. 14 :-This item includes providing complete technical assistance by way of manpower, survey equipments, transport arrangements etc. for the execution in a time bound manner along with complete follow up with the Dy. SLRs / Revenue Authorities and the affected land owners for verification of survey as per the complaint of land owner /sub-holders. The item includes demarcation of land boundary with wooden pegs, lime powder, preparation and issue of notices to all concerned such as land owners, Agriculture/ Forest/ PWD departments, preparation of drawing, area calculation, abstract statement (Vivaran-Patra) in five sets, collection of 7/12 abstract etc. Giving assistance to Agriculture/ Forest/ PWD for their measurement works by providing skilled manpower. Chasing the matter till its completion.

The rates shall be inclusive of all the charges and nothing over and above quoted rates shall be payable under this item.

Schedule Item No. 15:-This item includes the work of providing Assistance to the DFCCIL Authorities by deploying suitable manpower, survey equipments, transport arrangements etc. for carrying out ground survey

with total station at location/ village where previously carried by plane table. Items includes, area calculation, preparation of drawing, etc. The rates shall be inclusive of all the charges and nothing over and above quoted rates shall be payable under this item.

Schedule Item No. 16:- This item includes the work of Photography/Videography, numbering of agriculture (fruit bearing) & forest tree beyond Railway boundary up to proposed ROW as per joint measurement sheet. Taking photographs and video shooting of the trees of each survey number of the village. Preparation of document and submission of same in soft & hard copy in following format.

Proforma 1

STATEMENT OF TREES _____ VILLAGE

| SR.NO. | SURVEY NO | NAME OF HOLDER | TREE NO. | NAME OF TREE | GIRTH OF TREE IN MM |
|--------|-----------|----------------|----------|--------------|---------------------|
| | | | | | |

Schedule Item No. 17:- This item includes if the work of site survey under item No 2 could not be carried out due to the protest from land owners then the payment will be made only on submission of Panchnama made at site duly signed by the Surveyors, DFCC officials, land owners.

SCHEDULE B

Schedule Item No. 1:- The Consultant shall precast RCC M 20 pillars as per the drawing provided by DFCCIL and fix them by excavating pit of size 0.45mX0.30mX0.50m and filled with cement concrete 1:3:6 at various specified locations as directed by the Engineer in Charge. The item includes all costs of necessary material like cement, reinforcement stone aggregate, sand, water for casting and curing and all labour to be borne by the Consultant in supplying transportation at site fixing. The rates shall be inclusive of the total cost of the finished product. No other charges shall be paid by the DFCCIL over and above the accepted rates. Then should be a depot/factory when these are casted under controlled conditions and as per the specifications with engraving of CR or WR on it. The mould should be properly made of Plywood and wooden planks and with arrangement for engraving of the letters CR and WR on it.



12. TIME SCHEDULE:

The total time allowed for the work is **Twelve** months including mobilization of Man Power at site, to be reckoned from the date of issue of letter of acceptance by DFCCIL.

13. QUANTITY VARIATION:

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+/-) 25% for each item. In case of variation in quantities beyond + 25%, the rates for the additional quantities beyond +25% variations shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

14. ADDITIONAL WORK:

14.1 In case of any unforeseen development as per situational requirement, if any additional item is required to be executed then the same also will have to be carried out by the bidder. The rate for the same shall be worked out on the basis of input costs with a margin of 10% as Consultant's profit.

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

14.3 TENDER DOCUMENT FEE (NON- REFUNDABLE):-

The tender document fee should be submitted in the form of Demand Draft issued from Nationalised Bank in favour of DFCCIL payable at Mumbai.

(i) ₹ 3000 /- only. (₹ Three Thousand only) (By person)

(ii) ₹ 3200/- only. (₹ Three Thousand Two Hundred only) (By post)

(iii) In case the Tender Document is downloaded from website the cost of tender document should be accompanied by a Demand Draft of ₹ 3000/- only (₹ Three Thousand only) issued from Nationalised Bank or Scheduled Bank in favour of DFCCIL. **Any offer not accompanied by requisite tender document fee shall be summarily rejected as nonresponsive.**

14.4 EARNEST MONEY DEPOSIT (EMD):-

Each Tenderer shall furnish the earnest money of ₹ 77,792/- (₹ **Seventy Seven Thousand Seven Hundred Ninety Two Only**). The earnest money

shall be submitted in favour of DFCCIL in the form of Banker's cheque/Demand Draft/FDR from Nationalised or scheduled Bank. **Any offer not accompanied by requisite EMD shall be summarily rejected as nonresponsive.** The EMD of successful tenderer shall be converted to security deposit, after signing of agreement and submission of required performance guarantee. The EMD of unsuccessful tenderers shall be discharged /returned without interest as promptly as possible.

The EMD may be forfeited:

- (i) If the tenderer withdraws his offer during the validity period of the offer.
- (ii) If, the tenderer does not accept the correction of his offer price.
- (iii) In the case of successful tenderer, if he fails, within the specified time limit to furnish the required performance guarantee or Sign the Agreement.

14.5 SECURITY DEPOSIT: -

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

14.5.2 . RECOVERY OF SECURITY DEPOSIT: - Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:

(a) Security Deposit for each work should be 5% of the contract value,

(b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,

(c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (f) below); FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i)

mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The Competent Authority shall not be lower than DY.CPM/ACPM (concerned with the work). The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

Note -

- (i) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value ₹ 50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

14.5.3. No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 5.1. of this clause will be payable with interest accrued thereon.

GENERAL

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

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

Tender No. MUM/EN/ /LA/WORKS/348-I

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

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

**SIGNATURE OF THE TENDERER
WITH STAMP**

Consultant

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Section-4

GENERAL CONDITIONS OF CONTRACT

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

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

1. DEFINITIONS:

Unless excluded by or repugnant to the context:

- a) The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Fright corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Fright corridor Corporation of India Ltd.
- c) The expression "Department" as used in the tender papers shall mean Dedicated Fright corridor Corporation of India Ltd.
- d) "Drawing" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- e) Engineer/"Engineer-in-charge" of the work shall mean the 'Representative' appointed by DFCCIL/Railway.
- f) The "Site" shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- g) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- h) The "Contract" shall mean The agreement entered into between the owner and the Consultant as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates.

All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is

deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.

- i) The "Consultant / consultant" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- j) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- k) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- l) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- m) A "month" shall mean a calendar month.
- n) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- o) "Excepted Risks" are risks due to riots (otherwise than among Consultant'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 Consultant has no control.
- p) "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- q) "Urgent works" shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- r) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

2. SECURITY DEPOSIT:

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

3. SUPERVISION AND SUPERINTENDENCE:

3.1 CONSULTANT'S SUPERVISION:

The Consultant 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 Consultant shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions & variation orders as the Engineer may issue during the progress of the works.

4. USE OF EXPLOSIVES:

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

5. PROTECTION:

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

6. WORKMEN:

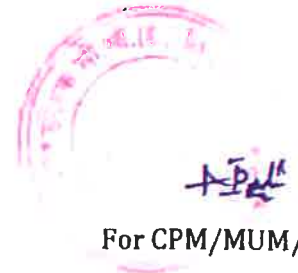
The Consultant shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Consultant shall in respect of labour employed by him comply with or cause to be complied with 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 Consultant. In the event of the Consultant committing a default or breach of any provisions of labour laws and rules and regulations, the Consultant shall without prejudice is liable to prosecuted as per Indian Laws.

7. LAWS AND REGULATIONS:

a. Governing Law:

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

b. Resolving the disputes:



In case of disputes, between a Consultant and the field officers, regarding this tender, decision of the Managing Director, DFCCIL, shall be the final and binding.

8. **SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT:**

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

9. **INCOME TAX:**

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

10. **SERVICE TAX:**

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

11. **PERMITS, FEES, TAXES & ROYALTIES:**

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

12. **STATUTORY INCREASE IN DUTIES, TAXES ETC:**

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

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



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

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

13.2 As soon as it becomes apparent to the Firm/Consultant, 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/Consultant or not, the Firm/Consultant 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.

13.3 Extension due to modifications

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

13.4 Delays not due to Employer

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

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

13.5 Delays due to Employer / Engineer

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

13.6 Delays due to Firm/Consultant 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/Consultant's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Firm/Consultant in a reasonable

and acceptable short time, then, the Engineer may allow the Firm/Consultant 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/Consultant is in default.
- b. The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be.

The recovery of such damages shall not relieve the Firm/Consultant from his obligation to complete the work or from any other obligation and liability under the contract.

13.7 Engineer's decision on compensation payable being final

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

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

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

14.1 Conditions leading to determination of contract

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

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

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

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

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

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

16. FOSSILS ETC:

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

17. LABOUR RULES:

The Consultant 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 Consultant shall have to face the further consequences.

The Consultant 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 Consultant shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

18. PERFORMANCE GUARANTEE:

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

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

- (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) A Deposit in the Post Office Saving Bank;
- (vii) A Deposit in the National Savings Certificates;
- (viii) Twelve years National Defense Certificates;
- (ix) Ten years Defense Deposits;
- (x) National Defense Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

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

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

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

the failed Consultant. The failed Consultant shall be debarred from participating in the tender for executing the balance work. If the failed Consultant is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

- (g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Consultant to pay President of India any amount due, either as agreed by the Consultant or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

19. RELEASE OF PERFORMANCE GUARANTEE:

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

20. FORCE MAJEURE:

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

of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

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

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

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

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

(4) **Extension of time for delay due to Consultant:** The time for the execution of the work or part of the work specified in the contract documents shall be deemed to be the essence of the contract and the work must be completed not later than the date(s) as specified in the contract. If the Consultant fails to complete the works within the time as specified in the contract for the reason other than the reason specified in (1) & (2) above, the Railway may, if satisfied that the works can be completed by Consultant within reasonable short time thereafter, allow the Consultant for further extension of time as the Engineer may decide. On such extension the DFCCIL will entitled without prejudice to any other right and remedy available on that behalf, to recover from the Consultant as agreed damages and not by way of penalty a sum equivalent to ½ of 1% of the contract value of the work for each week or part of the week.

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Providing also, that the total amount of liquidated damage under this condition, shall not exceed the under noted percentage value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

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

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

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

21. SETTLEMENT OF DISPUTES

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

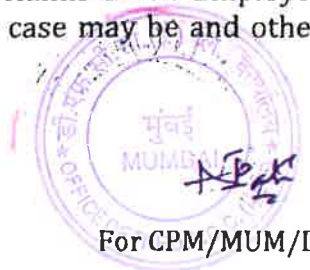
21.1 Mutual Settlement

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

21.2 Conciliation/Arbitration:

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

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



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

21.2.4 In case, the Consultant opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Consultant may refer to the 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.

22. ENTITLEMENT CRITERIA:

22.1 The agency should have annual turnover of at least Rs. 50% of Contract Value i.e. Rs. 19.45 lakhs. The turnover should have been certified by a practicing CA or shall be verified based on Income tax Returns.

22.2 The agency should have experience of carrying out similar work in past 3 years and should have received aggregate payment (Final or running bills) amounting to Rs. 19.45 lakhs in past three years.

Note: Similar work means "Consultant / Contractor should have carried out land survey with total station and should have prepared land plans in Auto CAD OR should have worked as Agency assisting / facilitating State Government/ Central Government/ PSU in land acquisition works.

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



SECTION-V

SCHEDULE OF QUANTITIES

Name of Work: Providing facilitation for the work of acquisition of land for DFCCIL in JN Port - Bhilad section (app. 200 kms) covering 4 districts namely Raigarh, Thane, Palghar & Valsad, from the stage of Sec.20A(2) onwards up to transfer of title in favour of DFCCIL / Rlys., Liasoning with Competent Authorities (CA) for publishing of notifications , preparation of report / publication of 20E, Liasoning with Dy. SLR for Site-measurement of land, PWD, agriculture & forest department for valuation of trees/structures, C A for preparation & distribution of award, KJP , possession of land etc. with close liaison/interaction with District & State Revenue & Forest Authorities and providing and fixing boundary posts.

SCHEDULE -A

| SN | Description of item | Unit | Qty | Rate (₹) | Amount (₹) |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|-----------|-------------|
| 1 | After 20A notification, publicity of the same to all the owners by distribution of notices, affixing the notice on the notice board of every village office, Panchayat /Talathi's office for information and seeking objections under 20D, taking photographs as proof of fixing acknowledgement from PAPs etc. complete with consultant's own man power, stationary /Xerox /consumables, including transport arrangement etc. complete in all respect. | Village | 65 | 1,300.00 | 84,500.00 |
| 2 | Facilitating Dy. SLR for carrying out actual Ground Survey of land with Revenue Staff & land owners/sub-holders, with consultant's Survey equipments, manpower etc. items includes demarcation of land boundary with wooden pegs, lime powder, preparation and issue of notices to all concerned such as land owners, Agriculture/ Forest/ PWD departments, preparation of drawing, area calculation, abstract statement (Vivaran-Patra) in five sets, collection of 7/12 abstract etc. Giving assistance to Agriculture/ Forest/ PWD for their measurement works by providing skilled manpower complete in all respect, with all Consultant's own | Km | 20 | 20,500.00 | 4,10,000.00 |



| | | | | | |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----|-----------|-------------|
| | stationary /printing /consumables, including transport arrangement etc. complete in all respect. | | | | |
| 3 | Facilitating DFCCIL for preparation of 20 E statement in prescribed format Hindi & English in 2 copies for publication in Gaz. Notification collection of documents required such as 7/12 abstract etc. complete with all consultant's own man power, stationary /Xerox /consumables, including transportation etc. complete in all respect for all balance villages separately district wise in Valsad, Raigad, Thane and Palghar district for complete job verification by DFCCIL and correction by Consultant. | Job | 1 | 20,500.00 | 20,500.00 |
| 4 | After 20E notification, publicity of the same to all the owners by distribution of notice, affixing the notice on the notice board of every village office, Panchayat/Talathi's office for information and seeking Claims under 20F, taking photographs as proof of fixing etc. complete with consultant's own man power, stationary /Xerox /consumables, including transport arrangement etc. complete in all respect. | Job | 65 | 1,300.00 | 84,500.00 |
| 5 | Facilitating Public Works Department for survey and valuation of affected structures, and any other value addition to the land etc. complete in all respect, with consultant's own man power, stationary /printing /consumables, including transport arrangement etc. complete in all respect. | Per village | 35 | 3,650.00 | 1,27,750.00 |
| 6 | Facilitating Forest department for valuation of affected trees etc. complete in all respect, with consultant's own man power, stationary /printing /consumables, transportation etc. complete in all respect. | Per village | 65 | 1,200.00 | 78,000.00 |



| | | | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------|----------|-------------|
| 7 | Facilitating Agriculture department for valuation of affected trees etc. complete in all respect, with consultant's own man power, stationary /printing /consumables, transportation etc. complete in all respect. | Per village | 65 | 1,200.00 | 78,000.00 |
| 8 | Facilitating Competent Authority for collecting all documents required for preparation of award such as 7/12 abstract, 8A abstract, widow certificate, below poverty line (BPL) list, etc. with consultant's own machinery, man power, stationary /printing /consumables, including transportation etc. complete in all respect. | Per village | 65 | 5,270.00 | 3,42,550.00 |
| 9 | Facilitating Competent Authority for preparation of order for transferring the land with all documents required such as Site Survey sheet, Vivaran-Patra, possession receipt, etc. Submission to Dy. SLR of respective Tahsil with consultant's own machinery, man power, consumables, transportation etc. complete. | Per village | 65 | 260.00 | 16,900.00 |
| 10 | Facilitating Dy. SLR for preparation of KJP, chasing the matter and further submission to Tahsildar, Circle officer (Mandal Adhikari)/ Talathi for transferring land title with consultant's own machinery, man power, consumables, transportation etc. complete. | Survey No. | 65 | 135.00 | 8,775.00 |
| 11 | Facilitating Tahsildar, Circle officer (Mandal Adhikari)/ Talathi for transferring land title, chasing the matter with consultant's own machinery, man power, consumables, transportation etc. complete. | Survey No. | 1500 | 135.00 | 2,02,500.00 |
| 12 | Taking photographs of structures with name board of each affected PAPs and submission of hard copy with all details of PAP such as name, survey no. structure details etc. with consultant's own machinery, man power, consumables, transportation etc. complete. This should be submitted village wise in 2 copies one with ring | Per structure | 2000 | 85.00 | 1,70,000.00 |

| | | | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------|----------|-------------|
| | binding and other loose. | | | | |
| 13 | Facilitating DFCCIL for taking physical possession of land by verifying the acquisition area as per possession receipt with the land owner and submit the joint report in prescribed format having signature of all members in 7/12 abstract of land owner, with all consultant's own machinery, man power, consumables, transportation etc. complete.. | Survey No. | 1500 | 450.00 | 6,75,000.00 |
| 14 | Facilitation Dy. SLR for verification of survey as per the complaint of land owner with Revenue Staff & land owners/sub-holders, with Consultant's survey equipments, manpower etc. items includes preparation and issue of notices to all concerned such as land owners, Agriculture/Forest/PWD, area calculation, preparation of drawing, abstract statement (Vivaran-Patra) in five sets. Collection of 7/12 abstract etc. Complete in all respect, with all Consultant's own stationary/ printing/ consumables including transportation etc. complete. | Per village | 35 | 7,900.00 | 2,76,500.00 |
| 15 | Carrying out ground survey with total station at location/ village where previously carried by plane table, with Consultant's survey equipments, manpower etc. items includes , area calculation, preparation of drawing, etc. complete in all respect, with all consultant's own stationary /printing / consumables, including transportation etc. complete. | Per village | 14 | 7,100.00 | 99,400.00 |
| 16 | Photography/Videography, numbering of agriculture (fruit bearing) & forest trees within the Railway boundary and beyond Railway boundary up to proposed ROW as per joint measurement sheet by making notch of size 100x100mm, painting white paint on it and numbering the trees in each survey number with red enamel paint . Taking photographs and video shooting of the trees of each survey number of the village coming under acquisition in private land and Railway | Each | 1000 | 45.00 | 45,000.00 |



| | | | | | |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|----------------|---------------------|
| | land separately. Preparation of document as per proforma enclosed and submission of same in soft & one set of hard copy. The item includes all contractor's material, labours, transportation tools & plants, etc. For private land, number of trees should be identified as per Survey no./Land owner wise and within existing railway land, the number of trees should be identified as per railway Km/EP. | | | | |
| 17 | For panchnama due to noncompletion of joint measurement due to mass opposition in a village or stretch with Revenue Staff & land owners/sub-holders, incl. survey equipments, manpower, etc. including transport arrangement etc. complete in all respect with all contractor labour, materials tools & plants. | Km | 10 | 1470.00 | 14,700.00 |
| | | | | Total ₹ | 27,34,575.00 |
| ₹ Twenty Seven Lakhs Thirty Four Thousand Five Hundred Seventy Five only | | | | | |

Rate quoted by the tenderer:

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

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

(To be filled by the Bidder/Tenderer)

NOTE:

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

Date:.....

Signature of tenderer



SCHEDULE- B

| SN | Description of item | Unit | Qty | Rate (₹) | Amount (₹) |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|-------------|---------------|
| 1/NS | Providing hoisting & fixing in position M 20 grade precast RCC boundary stone as per the drawing for demarcation of Land boundary by excavating, refilling and ramming and concreting by 1:3:6 concrete with Consultant's material tools and plants and labour crossing of track and including transportation at site etc. complete in all respect. | Each | 1500 | 770.00 | 11,55,000.00 |
| | Total ₹ Eleven Lakhs Fifty Five Thousand only | | | | 11,55,000.00 |

Rate quoted by the tenderer:

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

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

(To be filled by the Bidder/Tenderer)

NOTE:

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

Date:.....

Signature of tenderer



ANNEXURE- I

CONSTITUTION OF THE FIRM/ COMPANY

1. Full name of Consultants firm and year of establishment.
2. Registered Head Office address:
3. Branch offices in India (Address on which correspondence regarding this tender should be done).
4. Constitution of firm (give full details including name of partners/ executives/ Power of Attorney/ Holders etc.
5. Particulars of registrations with Government.
- 6 (i) Details of completed works in last 3 years and current year
(ii) The relevant documents and certificates from the client.



ANNEXURE-II

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

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

From: Name and address of bank

To:

The Chief Project Manager
Dedicated Freight Corridor Corporation of India Ltd.
7th Floor, New Administrative Building, CST, Mumbai-400001.

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

AND

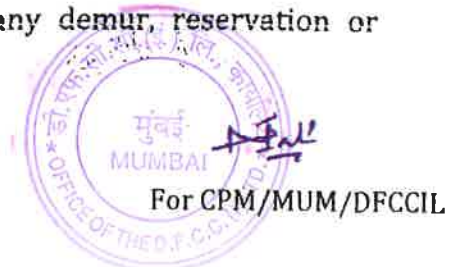
WHEREAS the Consultant is required to furnish a "Performance Security in the form of Bank Guarantee for the sum of `... in amount.....(`.....in words.....) which is a condition precedent to the signing of the Contract Agreement.

AND

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

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

Consultant



The Bank shall pay the amount so demanded without any reference to the Consultant and without the DFCCIL being required to show grounds or give reasons for its demand or the amount demanded.

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

Bank or in the constitution of the Consultant.

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

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

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

Date:.....

Place:.....

Signature of Authorized person
of bank

(Name in Block letters)

(Designation)

(Address.....)

Witness:

1. Signature Bank's Seal

Name & Address & Seal Authorization

2. Signature

Name & Address & Seal



FORM OF AGREEMENT

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

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

This Agreement is made on the ---- day of ----- 2014 between DFCCIL hereinafter called "the Employer" of the one part and M/s----- hereinafter called "the Consultant" of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

| | |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| For and on behalf of the Employer Name of the official Stamp/Seal of the Employer | For and on behalf of the Consultant Name of the official Stamp/Seal of the Consultant |
| In the presence of Witness Name Address | In the presence of Witness Name Address |



No Claim Certificate

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

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

Thanking you,

Yours Faithfully, (Signature)
With date

Name of the Consultant

Witness:-

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

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

Consultant



ANNEXURE-V

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

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

1. Investor/customer's name:
2. Particulars of Bank Account:
 - A. Name of the Bank:
 - B. Name of the Branch. Address Telephone No.
 - C. RTGS/NEFT IFS Code.
 - D. Type of the account (S.B./ Current or Cash Credit) with code.
 - E. Ledger and Ledger folio number.
 - F. Account number (as appearing on the Cheque book) (in lieu of the bank certificate to be obtained as under, please attach a blank cancelled Cheque or a photocopy of a Cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)
 - G. PAN/TAN No.
 - H. Service Tax registration No.
3. Date of effect

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

(.....)

Signature of the Investor/
Customer

Date:.....

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

Bank's Stamp
Signature of Bank Authority

{With seal}

Signature of the tenderer/s

---END OF DOCUMENT---



