



Dedicated Freight Corridor Corporation of India

(A GOVERNMENT OF INDIA UNDERTAKING)

Name of Work : “Fire clearance, Fire protection and Smoke extraction related works in DFCCIL corporate office at Pragati Maidan Metro Station Building Complex, New Delhi.”

Tender No: Noida unit/DFCC/FC/4/11 dt 17-10-2011

**Dedicated Freight Corridor Corporation of India Ltd
1st Floor, A-102, Sector-4, NOIDA (G. B. Nagar)
Ph No.- 0120-4309721**

Dedicated Freight Corridor Corporation of India Ltd
1st Floor, A-102, Sector-4, NOIDA (G. B. Nagar)-201301

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Dedicated Freight Corridor Corporation of India Ltd
1st Floor, A-102, Sector-4, NOIDA (G. B. Nagar)-201301

Section I (i).
TENDER NOTICE

No: Noida unit/DFCC/FC/4/11

Dt 17-10-2011

DY.CHIEF PROJECT MANAGER, DFCCIL, First floor, A-102, Sector-4, NOIDA for and on behalf of DFCCIL invites sealed open tenders for the following work:

SNo	Name of Work	Date & Time of Opening	Cost of Tender Form	Approx. Cost	Bid Security
1	Fire clearance, Fire protection and Smoke extraction related works in DFCCIL corporate office at Pragati Maidan Metro Station Building Complex, New Delhi. Duration 3 months	18 November, 2011, 1530 Hrs in the office of Dy.CPM/NOIDA	Rs.5,000/-	Rs. 2,32,59,052/- (Rs 2 crore thirty two Lakh fifty nine thousand Fifty two only)	Rs. 4,65,190/- (Rs Four lakhs sixty five thousand one hundred ninety only)

Eligibility Criteria: The tender should fulfill following eligibility criteria with Government/ Semi Government/ Big Corporate Organization:

- 1) As a proof of technical experience /competence, the tenderer should have **physically** completed successfully at least one similar single work for a minimum value of 35 % of advertised tender value, in **last Three financial years (i.e current year and three previous years) up to the date of opening of the tender.**”
- 2) The tenderer should have received total contract amount during last three financial years and up to date of opening in the current year as per latest ITCC/ audited books of accounts of a minimum value of 150% of advertised cost of work.

Tender form can be purchased from the office of Dy.CPM/NOIDA at First floor, A-102, Sector-4, NOIDA up to 1200 Hrs on **18-11-2011** on payment (not refundable) in the form of Demand Draft/Bankers Cheque issued by any nationalized bank of India or any scheduled bank of India, in favour of DFCCIL, New Delhi, payable at New Delhi.

The tender document can be downloaded from the website www.dfccil.org

DY.CPM/NOIDA

Section I (ii).

Invitation For Tenders (IFT)

Dear Sir,

.....
.....
.....

1. Dy CPM/Noida/DFCCIL, for and on behalf of DFCCIL Invites sealed Open tenders from tenderers for undertaking the following work:

Tender No.	Name of work
Noidaunit/DFCC/FC/4/11	Fire clearance, Fire protection and Smoke extraction related works in DFCCIL corporate office at Pragati Maidan Metro Station Building Complex, New Delhi.

2.0 DETAILS OF TENDER DOCUMENT

2.1 Tender Document: The interested Tenderers may collect the Tender Documents from the address given below between 10.00 hrs to 17.00 hrs on any working day upto 17.11.2011 and upto 12.00 hrs on 18.11.2011, on payment of Rs. 5000/- in the form of Demand Draft/Bankers Cheque issued by State Bank of India or any other nationalized bank of India or any schedules bank of India, in favour of DFCCIL, New Delhi, payable at New Delhi.

2.2 Tenders must be accompanied by Earnest Money Deposit (Tender Security) of Rs. 4,65,190/- by a crossed Demand Draft /fixed deposit receipt/Bankers cheque issued by State Bank of India or any other nationalized bank of India or any schedules bank of India, in favour of DFCCIL, New Delhi, payable at New Delhi. Tenders received without earnest money shall be summarily rejected.

2.3 Date of Receipt and opening of Tenders : The completed Tenders must be delivered to the address below not later than 15.00 hrs on 18.11.2011 and the same shall be opened at 15.30 hrs on the same day in the presence of Tenderers who choose to remain present. DFCCIL will not be responsible for any delay in receiving the Tender documents by DFCCIL.

2.4 Address for Communication : Interested Tenderers may obtain further information from the address given below:

Dy CPM/Noida, Dedicated Freight Corridor Corporation of India Ltd, 1st Floor, A-102, Star House, Sector-4, NOIDA (G. B. Nagar)-201301 Ph.No. 0120-4309721, Mobile No.09650390380 & E-mail: vsaxena@dfcc.co.in

2.5 Tenderers are requested to give unconditional offers only. A conditional offer, having financial implication, will be summarily rejected.

3.0 Time Schedule

The total time for competition of work shall be **three months** from the date of issue of Letter Of Acceptance (LOA) by DFCCIL. Time is the essence of the Contract.

4.0 General

4.1 Tender document is non-transferable. Tenders received from Tenderers in whose name Tender Document has been issued shall only be considered. Tender Documents can also be downloaded from the website **www.dfccil.org**.

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 120 days from the date of opening of the tender, being 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 earnest money.

Thanking you,

Yours Faithfully,

(Vivek Saxena)
Dy. Chief Project Manager
DFCCIL Noida

Dedicated Freight Corridor Corporation of India Ltd
1st Floor, A-102, Sector-4, NOIDA (G. B. Nagar)-201301

Section II (i).

Format for Covering letter of Tender

(On letter head of firm/ company)

To,

Dy. Chief Project Manager

DFCCIL Noida

Name of work - Fire clearance, Fire protection and Smoke extraction related works in DFCCIL corporate office at Pragati Maidan Metro Station Building Complex, New Delhi.

Ref: Tender Notice No.: Noida unit/DFCC/FC/4/11 Dt 17-10-11

1. I / We have read the various conditions of tender attached herewith and hereby agree to adhere by the said conditions. I also agree to keep this tender open for acceptance for period of 120 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 "Earnest Money". 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 specifications and Special Conditions of contract as laid down by the DFCC Administration for the execution of present contract.
2. A sum of Rs..... is being submitted as Earnest Money in the form of Bank Draft /Demand Draft /pay Order /Bankers cheque No.....datedissued by (Name & Branch of Bank). The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (I) I/We do not execute the contract agreement within 7 (seven) days of receipt of notice by the DFCC administration that such documents are ready.
 - (II) I/We do not submit a performance Security in the form of Bank Guarantee equal to 5% of contract value as per the proforma prescribed by DFCC, within 30 days of issue of Letter of Acceptance.
 - (III) I/We do not commence the work within 7 days after receipt of latter 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 (LOA) or my/our offer for the work.

Signature of Tenderer/Contractor

Contractor's Address

Signature of Witness

Name & Address of Witness

Section II (ii).

Check List for Documents to be submitted

S.No	Documents to be Attached	Tick appropriate option
1	Earnest Money Deposit of requisite amount in the prescribed form	Yes/No
2	Tender document fee of requisite amount in the prescribed form, in the case of Tender Document is downloaded from web site.	Yes/No
3	The covering Letter as per format given in the Section II	Yes/No
4	I) Details of completed works in last 3 years and current financial year in the form prescribed in Annexure-I II) The relevant documents and certificates from the client.	Yes/No
5	Power of Attorney of the person signing the tender document 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	Bill of Quantities with rates, amount, sub-total duly filled in, stamped and signed on each page by the Tenderer	Yes/No
8	Annual turnover of the company/firm for the last three financial years and current financial year with supporting documents Annexure II	Yes/No
9	Certified Copy of sales Tax/Works Contact Tax Registration Certificate (as applicable)	Yes/No
10	Certified Copy of Registration of Company, Partnership deed/Memorandum and Articles of Association of the firm.	Yes/No
11	Constitution of the firm in the form prescribed in Annexure-III	Yes/No
12	Joint Venture Agreement (if applicable).	Yes/No

Dedicated Freight Corridor Corporation of India Ltd
1st Floor, A-102, Sector-4, NOIDA (G. B. Nagar)-201301

Section III

General Instructions to Tenderers

Important contract condition have been compiled for information of the Tenderers as under:

1.0 Fire clearance, Fire protection and Smoke extraction related works in DFCCIL corporate office at Pragati Maidan Metro Station Building Complex, New Delhi.

2.0

Sr. No	Conditions	Clause/Page No	Details in brief
1	Employer Name & Address	Section –I(ii) Clause 2.4	Dy. Chief Project Manager/Noida/DFCCIL,1 st Floor, A-102, Sector-4, NOIDA (G. B. Nagar)-201301
2	Employer Representative	GCC Clause3 and Sec.III , Clause 19.5	Architect and /or DFCC Nominated engineer
3	Address for communication	Section-I(ii) Clause 2.4	Dedicated Freight Corridor Corporation of India Ltd., 1st Floor, A-102, Star House, Sector-4, NOIDA (G. B. Nagar)-201301
4	Tender Details :- a. Time for purchase of Tenders b. Cost of Tender document c. Address	Section –I(ii) Clause no.2.1 Section –I(ii) Clause no.2.1 Section-I(ii) Clause 2.4	10.00 hrs to 17.00 hrs on any working day upto 17.11.2011 & upto 12:00 hrs on 18/11/2011 Rs.5000/- Dedicated Freight Corridor Corporation of India Ltd., 1st Floor, A-102, Star House, Sector-4, NOIDA (G. B. Nagar)-201301
5	Estimated Cost of Work	Section I(i)	Rs. 2,32,59,052/-
6	Total time of Completion	Clause No.3 Section –I	3 month from issue of letter of acceptance.
7	Tender Security (EMD)	Section I(i)	Rs. 4,65,190/-

8	Last Date & time of Receipt of Tenders	Section I(i)	upto 15:00 hrs On 18/11/2011
9	Date & time of opening of Tenders	Section I(i)	at 15:30 hrs On 18/11/2011
10	Validity of offer	Section –I(ii) Clause 4.3	120 days from date of opening
11	Performance security & Security Deposit	Section –III Clause No.16 – 17	On approved format
12	Defect Liability period	Section-III Clause 19.9	Six months after Completion of work

3. SUBMISSION OF TENDERS:-

3.1 The tenders shall be submitted, as per the format of DFCC enclosed herewith before or on 18th November, 2011 up to 15:00 hrs in the Office of “Dy. CPM/Noida, Dedicated Freight Corridor Corporation of India Ltd., 1st Floor, A-102, Star House, Sector-4, NOIDA (G. B. Nagar)-201301”.

3.2 The tender shall be addressed to “THE Dy. CHIEF PROJECT MANAGER/NOIDA” as indicated in the tender notice.

3.3 Tenders submitted by post shall be sent as “REGISTERERED POST ACKNOWLEDMENT DUE” and shall be posted with due allowance for any postal delay .The tenders received after the due date and times of opening are liable to be rejected .Telegraphic offers received by telex or e-mail shall not be considered.

4. Tenders shall be opened at the date and time (i.e. 18th November, 2011 at 15:30hrs) as specified in the tender notice and any amendments thereof in the presence of such of those Tenders or their authorized representatives who may be present at the Office of Dedicated Freight Corridor Corporation of India Ltd., 1st Floor, A-102, Star House, Sector-4, NOIDA (G. B. Nagar)-201301.

5. The Tenderers shall closely peruse all the clauses, specifications indicated in the Tender Documents before quoting. Should the Tenderer have any doubt the meaning of any portion of the Tender specifications or find discrepancies/omissions in the tender document issued or shall require clarification on any of the technical aspects, Scope of Work etc., he shall at once contact the authority inviting the tender for clarification at least 3 days before the due date of submission of the tender.

6. After award of contract to the successful Tenderer, if it is observed that there is any discrepancy or confusion about any specification or interpretation of any item, the interpretation of specification shall be finalized by the Engineer/Architect based on the functional and aesthetic requirements of overall design of office and will be approved by DFCC.

7. Before Tendering, the Tenderers are advised to inspect the site of work and the environment and be acquainted with the actual working and other prevalent conditions, facilities

available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.

8. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the specifications. Each and every page of the tender specification must be SIGNED, STAMPED & SUBMITTED ALONGWITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself. No page of this Tender shall be removed and the set must be submitted as it is.

9. The Tenderers should quote for all the items in the Tender schedule. The rates should be quoted in English Language and International numerals .These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, Rates mentioned in words shall be treated as valid rate. For the purpose of tender, the metric system of units shall be used. In case of absence of rates in figure or words, the tender will be rejected.

10. All entries in the tender shall be written in ink. Erases and over writing are not permitted. All cancelations and insertion shall be duly attested and signed by the Tenderers.

11. Lay out plans & other key plans are available in the office of DyCPM /NOIDA for the guidance of the Tenderers. They may see them during office hours.

12. EARNEST MONEY DEPOSIT (TENDER SECURITY)

Tender must be accompanied by the prescribed amount of Earnest Money Deposit of Rs.465190/- in the forms of Demand Draft /Fixed deposit receipt /Bankers cheque issued by any Nationalized /scheduled bank in favour of Dedicated Freight Corridor Corporation of India Ltd., payable at New Delhi.

12.1 Demand Draft only from Nationalized /Schedule Banks duly pledged in favour of Dedicated Freight Corridor Corporation of India Ltd., payable at New Delhi will be accepted. The earnest money shall be valid for 28 days beyond the original validity period of the tender i.e 120 days or beyond any period of extension, if requested.

12.2 Tenders received without Earnest Money in full, in the manner prescribed above shall be summarily rejected.

12.3 The Earnest Money Deposit of the successful Tenderer will be retained towards part of Security Deposit.

12.4 In case of un-successful Tenderers, the Earnest Money will be refunded to them after finalization /award of the tender.

12.5 Dedicated Freight Corridor Corporation of India Ltd. reserves the right of forfeiture of **Earnest Money Deposit (EMD)** in case the successful Tenderers :

- a) After opening of Tender, revoke/withdraws his tender within the Validity period or revised/ alters his earlier quoted rates /conditions.
- b) Fails to submit the performance Security (Contract Performance Guarantee) as specified in General Condition of Contract.
- c) Fails to start work as may be indicated in the Letter of Acceptance.

The forfeiture of Earnest Money Deposit shall also be applicable if the work is terminated at any stage as per the General Condition of Contract.

13. AUTHORISATION AND ATTESTATION:

Tenders shall be signed by the person duly authorized /empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents shall be submitted along with the tenders.

14. VALIDITY OF OFFER

The offer shall be kept open for acceptance for a minimum period of 120 days from the date of opening of tenders. In case Dedicated Freight Corridor Corporation of India Ltd . calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the Tenderers.

15. EXECUTION OF CONTRACT

The successful Tender's responsibilities under this contract commences from the date of issue of Letter to proceed/Letter of Acceptance by Dedicated Freight Corridor Corporation of India Ltd. The successful Tenderer shall be required to execute an agreement in the prescribed Performa (**Annexure V of GCC**), with the Dedicated Freight Corridor Corporation of India Ltd. within one week of acceptance of his tender.

16. PERFORMANCE SECURITY (PERFORMANCE GUARANTEE)

The procedure for obtaining Performance Guarantee 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 120 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 contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in the form of irrevocable bank guarantee , amounting to 5% of the contract value:
Also, FDR in favour of DFCCIL, New Delhi may be accepted.
- (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 contractor 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 contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increased 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 contractor.”

- (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 contractor 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 contractor.
- (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 contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work 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 provision in the contract agreement) in the event of:
 - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined for 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.

17. SECURITY DEPOSIT

The tender security(EMD) deposited by the contractor with a tender will be retained by employer as part of security of the due and faithful fulfillment of the contract by the contractor and in addition 10% will be deducted from on-account bills progressively so that overall retained security is 5% of the contact value, including tender security (EMD).

18. REJECTION OF TENDER AND OTHER CONDITIONS:-

18.1 That acceptance of tender will rest with Dedicated Freight Corridor Corporation of India Ltd. Which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders without assigning any reason whatsoever.

18.2 Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender condition, specification etc. are liable to be rejected.

18.3 If the Tenderer deliberately gives wrong information in his tender, DFCC reserve the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/Performance Security /any other moneys due.

18.4 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resort to canvassing are liable to be rejected.

18.5 Should a Tenderer or Contractor or in the case of a firm or Company of Contractors / one or more of its partners /Shareholders /Directors have a relation or relations employed in DFCC, the authority inviting the tender shall be informed to the fact along with the offer, failing this DFCC may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.

19. Other Conditions:

19.1 All electrical work and other works shall be carried as per ISI standards.

19.2 The Contractor, shall during the course of execution , prepare and keep updated a complete set of "as built " drawings to show each and every change from the contract drawings. No changes shall be done unless approved by the DFCC. Four copies of "as built" drawings shall be submitted to DFCC by the Contractor on completion of works along with the Final Bill.

19.3 On completion of all electrical/computer networking /wiring, work shall be tested at the cost of the contractor as specified in IS code and report in this respect will be submitted by the Contractor to DFCC.

19.4 Successful Tenderer may have to supply working drawings based on overall plans and designs supplied by DFCC, its BOQ and specifications related to Civil, AC, Electrical, Fire detection, Fire sprinkler system and Telecom etc, on demand of DFCC. For submission of these drawings, if case arises, the contractor shall be given seven days penalty free extra time for submission of drawings. However, if more time is required. beyond 7 days, the permission of competent authority of DFCC shall be required. Expenditure incurred on this activity shall be paid by DFCC to successful Tenderer based on market analysis, jointly agreed by DFCC and contractor and duly approved by competent authority of DFCC. Contractor shall ensure that these drawings are prepared through an experienced and reputed Architect, registered with Council of Architects, at Delhi. All such drawings shall be got approved by competent authority of DFCC, to see that they are in best interest of DFCC.

19.5 Mode of Supervision/Monitoring by DFCC: DFCC shall supervise the work through its architect and/or nominated Engineer at site.

19.6 Conflict of Interest: The contractor applying for this tender should not be involved in preparations of concept drawing, design, bill of quantities, tender documents and supervision of works.

19.7 **Scope of works:** The present tender involves execution of fire rated partitions and doors with fittings of two hour rating in coordination with other agencies who are executing maintenance works for flooring, False ceiling, partitioning, work stations, storage spaces, plumbing/sanitary and other civil works, Electrical General services, Telecommunication/LAN facility, sanitary/plumbing, parking related works, sewerage, other miscellaneous works and additional items (if any) etc.

Successful Tenderer shall necessarily interface with agency for air conditioning and Power backup etc. appointed by DFCC. DFCC shall on its own or through its authorized agency be shifting the office equipment & furniture etc. within the premises. All assistance required for the same shall have to be provided by the Tenderer.

19.8 On Account Payment: The contractor shall be entitled to be paid from time to time normally once in a fortnight, by way of “on account” bills, only for such works, as in the opinion of the Engineer, the contractor has executed in terms of the Contract. The Contractor shall submit the on account bills, by the date stipulated by the Engineer, in the prescribed proforma, supported with measurements. After preliminary scrutiny and certification by the Engineer, payment of 80% of the certified amount shall be made by the Employer within 3 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the contractor. The balance 20% shall be paid within 7 days, from the date of preliminary certification of the bill by the Engineer. Such payment made by the Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have the right to recover any amount paid in the earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer of Employer immediately refund the extra amount to the Employer within 3 days, failing which he shall have to pay interest @ 12% per annum till the said extra amount is paid back by him. In addition to above, if contractor claims more on-account payment than due, second time, the facility of making 80% on-account payment within 3 days shall be withdrawn.

19.9 The contractor shall remove any defect due to quality of material/workmanship upto a period of six months after completion of work.

20. Tender Evaluation Criteria:

- 1) The tenderer should have completed Fire clearance, Fire protection and Smoke extraction related works with Government/ Semi Government/ Big Corporate Organization.
As a proof of technical experience /competence, the tenderer should have **physically** completed successfully at least one similar single work for a minimum value of 35 % of advertised tender value, in **last Three financial years (i.e current year and three previous years) up to the date of opening of the tender.”**
Similar work means” Works related to Fire clearance, Fire protection and Smoke extraction”
- 2) The tenderer should have received total contract amount for works with Government/ Semi Government/ Big Corporate Organization during last three financial years and up to date of opening in the current year as per latest audited books of accounts of a minimum value of 150% of advertised cost of work. A certificate from Chartered Accountant needs to be enclosed.

**Dedicated Freight Corridor Corporation of India Ltd
1st Floor, A-102, Sector-4, NOIDA (G. B. Nagar)-201301**

Section-IV

SPECIAL CONDITIONS OF THE CONTRACT

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. Contractor 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:

- i. Description in the schedule of items and Quantities (BOQ)
- ii. Drawings.
- iii. Technical Specifications.

If there are varying or conflicting provisions made in any one documents 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 therefrom shall not vitiate the contract or release the contractor 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.

4. For each item of BOQ, normally brands/makes are mentioned in the tender document. However, DFCC reserves the right to substitute any mentioned brand/make. Also, the material will be used only after approval of DFCC and DFCC for which contractor shall maintain proper records. Based on quantity and site requirement, DFCC can go for a different brand/make for which no extra rate shall be paid to the contractor.
5. It will be responsibility of the contractor to obtain final Fire Clearance from Delhi Fire Services for Corporate Office building and make all arrangements for the same.

6. LAND FOR CONTRACTORS ESTABLISHMENT

For the purpose of construction of Contractor's store yard, go downs, site office etc, the contractors may utilize with the permission of the Employer/Architect, portion and/or space belonging to the Employer if available, at such location as would not interfere with the execution of the work. The contractor shall for this purpose submit to the Employer for his approval a plan or plans of the proposed layouts for the site facilities. The Employer/Architect reserve the right to modify the contractor's proposal as he may deem fit.

7 CONTRACTOR'S GENERAL RESPONSIBILITIES:

- 7.1 The Contractor shall execute and maintain the works with due care and diligence and shall provide all materials, labor including supervision thereof constructional paint, temporary works, transport and all other things, whether of temporary or permanent nature, required for the proper execution and maintenance of the works.
 - 7.2 The Contractor shall execute the whole and every part of the work, in the most substantial and workmanlike manner, both as regards materials and labour and in every respect in strict accordance with the contract documents. The Contractor shall conform exactly, fully and faithfully to the designs, drawings, and instructions relating to the works.
 - 7.3 Before commencing any item of work, the Contractor shall correlate all relevant drawings and information and satisfy himself that the information available thereof is complete, unambiguous and without any discrepancies. The Contractor shall be responsible for any errors in the execution of the works and/or his sub contractor and/of the specialist agency to which has been assigned is not brought to the notice of the DFCC.
 - 7.4 Levels, dimensions and other information shown on the drawings are believed to be correct. The contractor shall however, verify them for himself and no claim of allowance whatsoever shall be entertained on account of any errors or omissions in the levels, dimensions etc. from those shown in the drawings.
 - 7.5 The Contractor shall pay, in full, all the third party suppliers and sub-contractors the amounts due in respect of the purchases of goods and services made of the works and shall on demand from the DFCC provide evidence of such payments. It is clarified the DFCC is not responsible to the third party suppliers and/or sub contractor for the payment of any dues.
- 7.6 TECHNICAL EXAMINATIONS:** The proposed work covered under this tender during its progress is subject to inspection by the Chief Technical Examiner/ Technical examiner, Central Vigilance Commission, Govt. of India or by and officer of the Vigilance cell of the Employer. The contractor will be required to extend all assistance and facilities for each inspection.

7.7 GUARANTEE: Wherever a provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/guarantees for any item/items for a period of more than 12 months, the guarantee/guarantees in case of these items shall remain valid even after expiry of the defect liability period of 6 months as stipulated.

7.8 INSURANCE FOR WORKS: (In pursuance of GCC clause 6.0) The contractor at the time of signing the contract or before commencing the execution of work, without limiting his obligations and responsibilities shall insure the work at his own cost and keep them **insured till defect liability period** of the contract with a nationalized insurance company in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall also cover the property of the employees.

The contractor shall deposit the policy and receipt for the premiums with the employer within seven (7) days, from the date of signing of the contract/ commencement of the execution of the work or unless otherwise instructed by the employer. In default of the contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor. The contractor shall as soon as any claim under the policy is settled on the work reinstated by the Insurance office should elect to do so, proceed with all due diligence with the completion of the works in the same manner as through the misfortune/accident has not occurred and in all respect under the same condition of the contract. The contractor in case of rebuilding or reimbursement after accident shall be entitled to such extension of time for completion, as the employer deems fit.

7.9 WATER: The rates quoted by the contractor shall include all expenditure for providing all the water for the full contract period required for the work, including that for the work people and all staff on the site. He shall make his own arrangement for the supply of good quality water. He shall obtain municipal connection. And all charges for the connection & consumption shall be borne by him. If municipal water is not available or inadequate, he shall make other arrangements like sinking tube wells, or making bore wells or transport from outside by tanker or any other suitable means entirely at his own and no separate payment for the same shall be made.

7.10 POWER: The contractor shall at his own cost arrange for necessary power connection and lighting for the entire period of contract. If, however, separable power is available in the premises, the contractor shall make his own arrangements to obtain necessary connections, maintain efficient services of electric lights and power and shall pay for all the requisite charges for the same. The employer, as well as the consultant shall give the recommendations necessary to obtain power and water connections from the concerned authorities, but the responsibilities for obtaining the same shall rest with the contractor.

If any other contractor, appointed by the employer, is required to use water and power, he shall be allowed to use the same and make temporary connections from the supply arranged by the main contractor at rates, terms and conditions that may be decided by the Employer/Consultant.

7.11 FIRST-AID FACILITIES: The contractor shall at his own expense arrange to ensure availability of medical attendance promptly when necessary. He shall provide properly equipped first-aid station, in charge of qualified person at suitable location within easy reach of the workmen and staff. The

contractor shall also provide for transport of serious cases to the nearest hospital. The contractor shall be responsible for any liability which may be excluded from the insurance policies referred in above mentioned clause and also for all other damages to any person, animal or property arising out of or incidental to the negligence or defective carrying out of this contract. He shall also indemnify the Employer in respect of any cost, charges or expenses arising out of any claims or proceedings and also in respect of any award of compensation and damages arising there from. The Employer shall with the concurrence of the consultant be entitled to deduct the amount of any damages, compensation, cost, charges and expenses arising from or occurring from or in respect of any such claim or damages from any or all sums due to or become to the contractor without prejudice to the employer's rights in respect thereof.

7.12: FIRE EXTINGUISHERS The contractor shall at his own expenses provide at suitable, prominent and easily accessible places, requisite number of fire extinguishers buckets – some filled with sand and some with water.

8. MANUFACTURERS' DESIGN & CATALOGUES:

8.1 For the items of works which are executed to the manufacturers' designs and specifications, the Contractor shall allow in his tender for providing DFCC with 3 copies of all designs, drawings and specifications, general arrangements drawings(GAD) and shop drawings which he may be called upon to submit.

8.2 The Contractor shall supply 3 copies of manufacturer's catalogues, brochures of all equipment and proprietary articles specified or which the Contractor proposes to use for the approval by the DFCC as soon as is reasonably practicable.

9 CONTRACTOR'S SUPERVISION:

9.1 The contractor shall provide all necessary supervision during the execution of the works and the guarantee period for the proper fulfillment of the Contractor's obligations under the contract document.

9.2 The Contractor shall employ for the execution of the works- such technical persons as are qualified and experienced and such representatives, Foremen and supervisory staff as are competent to supervise the works and in the course of any operations carried out by him for the purpose of completing any outstanding work or rectification of defects during the Guarantee Period.

9.3 The supervisors deployed can be demobilized on instructions of DFCC, if not found fit for the job.

9.4 Any material rejected by DFCC shall be removed from premises within 24 hours by the contractor at his own cost.

10. CO-OPERATION AND INTERFACE WITH OTHER CONTRACTORS:

10.1 The Contractor shall co-operate and interface with other Contractors and consulting agencies and freely exchange with them such technical information as necessary for the proper execution of the work.

10.2 The Contractor shall afford all reasonable opportunities to other Contractors, their workmen and to the workmen of DFCC for carrying out their works.

10.3 All operations necessary for the execution of works shall be carried out so as not to interfere unnecessarily with the execution of works by other.

Contractors execution of works under this contract shall be coordinated with the works of other contractors where it would interfere with their works or working. The DFCC and the concerned Contractor shall be informed well in time for effective coordination and proper execution of works.

11. CO-ORDINATION OF WORK:

- 11.1 At the commencement of work, and from time to time, the Contractor shall interface with other Contractors, sub-contractors, persons engaged on separate contracts in connection with the works, and with the DFCC for the purpose of coordination and execution of the various phases of works. The Contractor shall ascertain from the other Contractors, sub-contractors and persons engaged in separate contracts in connection with the works the extent of all chasing, cutting and forming of all opening, holes, groves etc., as may be required to accommodate the various services.
- 11.2 The Contractor shall ascertain the routes of all services and the position of all floors and wall outlets, traps etc., in connection with the installation of plant. services and arrange for the construction of work accordingly. The breaking and cutting of the completed work must not be done unless specifically authorized in writing by the DFCC. Generally, all breaking shall be by the Contractor for civil works and no work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work.
- 11.3 The contractor shall protect and preserve the works from all damages or accidents.
- 11.4 The contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion, the contractor shall ensure that the premises and/or site are cleaned, surplus materials, debris, sheds etc. removed, all fixtures cleared and polished wherever necessary, all appliances commissioned so that the whole installation is left fit for immediate occupation or use and to the satisfaction of the Employer.

12 PROGRAMME/PROGRESS EVALUATION AND REVIEW:

- 12.1 Network based integrated time schedule shall be submitted by the contractor. The time schedule shall include details of mobilization of resources, materials, equipment and labour. After the award of contract, the DFCC shall require the Contractor to expand the information given in the programme, until it is suitable for the effective review of progress during the execution of the works. The critical path shall be determined. The Contractor has to submit a time schedule that has to be duly approved by the DFCC and is available prior to the commencement of the works.
- 12.2 The Contractor shall every week, review and update this programme and furnish for the information to the DFCC, in writing, details of the Contractor's arrangement for executing the works, materials procured, erected, balance at site and expected deliveries the next week, skilled/unskilled labour, foremen, supervisors working at site and steps proposed for speeding up progress of work. A progress report, in writing, comparing the actual work to the completion schedule should be provided to the DFCC on a weekly basis.
- 12.3 If, at any time it appears to DFCC, that the progress of the work does not conform to the approved programme, the Contractor shall furnish a revised programme and take such steps at his cost, as are necessary to expedite progress and ensure completion of works within the completion period or extended date of completion.
- 12.4 Approval by DFCC of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract documents.
- 12.5 The Contractor shall be called upon to attend co-ordination meetings with DFCC, and shall fully cooperate with persons and agencies involved in these discussions. The Contractor shall take notes of the discussions during the meeting and shall strictly adhere to the decisions of DFCC in performing the works.

12.6 The Employer shall have the right to take possession of or use any completed or partially completed part of work. Such possession or use will not be an acceptance of any work not completed in accordance with the contract agreement.

13 QUALITY OF MATERIALS AND WORKMANSHIP: All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the instructions and directions of the DFCC and shall be subjected from time to time, to such test as the DFCC may direct at the place of manufacture or fabrication or on the site or at such other places as may be directed. The Contractor shall execute the whole and every parts of the works in the substantial and workmen like manner, both as regards materials and workmanship, and in every respect in strict accordance with the contract documents and in compliance with the applicable government laws, governmental laws, ordinance, statutes, codes, rules and regulations. The Contractor shall also conform exactly and faithfully to the designs, drawings and instructions in writing of the DFCC.

14. QUALITY CONTROL: The contractor shall submit to the DFCC a comprehensive quality approval plan for all materials, equipments and things to be provided under the contract. No material or equipment shall be dispatched by the manufacture or vendor or brought to site by the Contractor until the quality of the material or equipment has been established through inspection and tests or through test certificates furnished by the manufacturer. In case the DFCC accepts such test certificates as sufficient proof that the material or equipment conforms to the contract document, he shall accord his approval for the dispatch of materials or equipment.

15. STANDARD OF WORKMANSHIP: To determine the acceptance standard of workmanship, the DFCC may require the Contractor to execute certain proportions of works and services such as walls, flooring, joinery, finish sanitary installation etc. under his close supervision. On approval of such samples of work, the same shall be termed as guiding samples. Work shall be executed to conform to the standard of workmanship of these samples.

16. INSPECTION OF WORKS:

16.1 The DFCC or any person authorized by them shall at all times access to the works and to all workshops and places where work is being prepared or from where materials or equipments are being obtained for the works and the contractor shall assure and make available every facility and assistance in obtaining the right to access at his own cost.

16.2 All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the DFCC when such each stage is ready.

17. ADHERENCE OF TIME SCHEDULE: Timely completion of work is the essence of the contract.

18. WITHHOLDING OF PAYMENTS: DFCC may withhold or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect DFCC from loss on account of:

- (a) Defective work not remedied.
- (b) Failure of the contractor to make payments properly to sub-contractors for materials or equipments or labor.
- (c) Damage to works of another Contractor or Sub-Contractor.

- (d) A reasonable doubt that the contractor is unlikely to complete the contract for the balance amount unpaid.
- (e) A reasonable doubt that the contractor intends to leave the work incomplete.
- (f) Delay the work at site.

19. In no event shall the contractor be entitled to collect any additional fees or further payments for general condition, administrative or overhead costs or expenses or profit in connection with any change in the works. No change in the works, whether by way of alteration or addition to the works shall be carried out unless the authorization is received. No course of conduct or dealings between the parties, nor expenses or implied acceptance of alterations or additions to the work and no claim that DFCC has been unjustly enriched by any alteration or addition to the work whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the contract sum or extend the completion date.

20. The work as detailed in this Tender shall be executed and completed in all respects in accordance with the Tender document. Instructions to Tenderers, Bill of Quantities, General & Special Condition Of The Contract, technical specifications, Schedules and Drawings to the satisfaction of DFCC.

21. DFCC does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

22. **10% payment of the Gross value of the contract** shall be released only after submission of the NOC (No objection certificate) from The Fire Department by the Contractor.

Date:

SIGNATURE OF THE TENDERER
WITH RUBBER STAMP

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.

SECTION V

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT
FOR
BUILD ONLY AND PART DESIGN AND BUILD CONTRACTS

1. GENERAL PROVISIONS

1.1 Definitions

In the contract (defined below) the following works and expressions shall have the meanings assigned to them, except where the context requires otherwise. Works indicating persons or parties include corporations and other legal entities except where the context requires otherwise.

- a. **“Employer”** means **Dedicated Freight Corridor Corporation of India Ltd. (DFCC), its legal successors and assignees.**
- b. **“Engineer”** means any person nominated or appointed from time to time by the Employer to act as the Engineer for the purpose of the Contract and notified to the Contractor by the Employer.
- c. **“Engineer’s Representative”** means any assistant of the Engineer, appointed from time to time by the Engineer.
- d. i). **“Contractor” or “Successful Tenderer”** means the person whose tender has been accepted by the Employer and the legal successors in title to such person. In this condition the two words are used interchangeably.
ii). **“Contractor’s Representative”** shall mean a person named by the Contractor or appointed from time to time by the Contractor to act on behalf of Contractor.
- e. **“Sub Contractor”** means any person named in the contract as a sub contractor or any person appointed *by the contractor* with the approval of employer as a sub contractor for a part of the work and the legal successors in title to each of these persons.
- f. **“Other Contractor”** means a person employed by or having a Contract directly or indirectly with the employer otherwise than through the Contractor.
- g. **“Tenderer or Bidder”** means the person submitting a bid/Tender.
- h. **“Scheduled bank”** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modifications thereto.
- i. **“Contract”** means the Contract agreement, the Letter of Acceptance, the Letter of Tender, these conditions, the specifications, the drawings, the schedules and the further documents (if any) which are listed in the Contract agreement or in the Letter of Acceptance..
- j. **“Tender or Bid”** means the offer made by the Tenderer to the Employer for the execution of the Works.
- k. **“Specification”** means the specification referred to in the Contract and any modification thereof or addition thereto, as may from time to time be furnished or approved in writing by the Engineer.
- l. **“Drawings”** means the Drawings of the works, as included in the contract and any additional/modified Drawings approved by the Engineer from time to time.

- m. **“Bill of Quantities”** means the priced and completed bill of quantities forming part of the tender.
- n. **“Contract Price”** or **“Contract Value”** means 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.
- o.
 - i. **“Works”** means the Permanent Works or Temporary works, or either of them as appropriate.
 - ii. **“Permanent Works”** means the permanent works to be executed, completed and maintained in accordance with the Contract.
 - iii. **“Temporary Works”** means all temporary and enabling works of every kind required for the execution and completion of the works and the remedying of any defects therein.
- p. **“Contractor’s Documents”** means the calculations, computer programs and other softwares, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
- q. **“Constructional Plant”** means all machinery, appliances or things of whatsoever nature, required for the execution, completion or maintenance of the works, but does not include material or other things, intended to form a forming part of the Permanent Works.
- r. **“Site”** means the places provided by the employer where the works are to be executed and to which plant, and materials are to be delivered, and any other places as designated in the Contract as forming part of the site.
- s. **“Materials”** means things of all kinds (other than Plant) to be provided and incorporated in the permanent Works by the Contractor, including the supply only items (if any) as specified in the contract.
- t. **“Test”** means such tests as are prescribed in the Specifications or by the Engineer or Engineer’s Representative, whether performed by the Contractor or by the Engineer or his Representative or any agency under the direction of the Engineer.
- u. **“Approval or Approved”** means Approval in writing including subsequent written confirmation of previous verbal approval.
- v. **“Defects Liability Period”** means the period for remedy of defects (if any) specified in the contract commencing from the date of completion of the work as certified by the Engineer.
- w. **“Letter of Acceptance”** means the formal acceptance letter from the Employer of the Tender.
- x.
 - i. **“Day”** means a calendar day.
 - ii. **“Month”** means a calendar month”
 - iii. **“Year”** means 365 days.
- y. **“Terms and expressions not herein defined”** shall have the meanings assigned to them in the “Indian General Clauses Act, 1897” or the Indian Contract Act or the Indian Sale of Goods Act or any other applicable Indian law, as the case may be.

1.2 Interpretation

In the Contract except where the context requires otherwise:

- a. words indicating one gender include all genders:

- b. works indicating the singular also include the plural and words indicating the plural also include the singular and
- c. “written” or “in writing” means hand-written, type written, printed or electronically made and resulting in a permanent record.

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

1.3 Communications and Language of Contract

1.3.1 Communications to be in writing

Communications between parties will be effective only when in writing. Verbal communication if any must be confirmed in writing later on. A notice will be effective only when delivered/*dispatched*.

1.3.2 Language of Contract

The contract document shall be in English.

1.4 Governing Law and Priority of Documents

1.4.1 Governing Law

The Contract shall be governed by the Acts and Laws of India, the rules, regulations and bye-laws of the concerned public bodies and authorities.

1.4.2 Jurisdiction of Courts

This is a condition of contract that the courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of the agreement.

1.4.3 Priorities of documents

The several documents forming the contract are to be taken as mutually explanatory of one another. If any inconsistency or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction. For the purpose of interpretation, the priority of documents shall be in accordance with the following sequence:

- a) The letter of Acceptance.
- b) the Contract Agreement (if completed).
- c) The notice inviting Tender/Instructions to Tenderers.
- d) Special conditions of Contract.

- e) General conditions of Contract.

- f) Bill of Quantities

- g) Drawings.
- h) The specifications

- i) The schedules and any other document forming part of Contract.

1.5. Joint and Several Liability

If the contractor is (under applicable Laws) a joint venture, consortium, or other incorporated grouping of two or more persons:

- a. these Persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract.

- b. these Persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons: and
- c. The Contractor shall not alter its composition or legal status without the prior consent of the Employer.

2. EMPLOYER

2.1 General Obligations

The Employer shall provide the site and pay the Contractor in accordance with the Contract.

The Employer shall give the Contractor right of access to and possession of the Site progressively to enable the Contractor to complete the Works as per schedule. The right and possession may not be exclusive to the Contractor.

2.2. Permits, License or approvals

It shall be contractor's responsibility to get approvals, permits or license required for the contract. However, the Employer shall (where he is in position to do so) provide reasonable assistance to Contractor at the request and cost of the Contractor in getting Permits, License or Approvals required during the Contract.

2.3 Assignment by the Employer

The Employer shall be entitled without the consent of the Contractor to fully assign the benefit of the Contract or any part thereof and interest therein or there under to any third party.

3. ENGINEER AND ENGINEER'S REPRESENTATIVE

3.1 Duties and Authority of Engineer

The Engineer shall carry out the duties specified or implied in the Contract. If the Engineer is required to obtain the Approval of the Employer before exercising a specified authority, as per the requirement in accordance with the contract. Any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer. The Engineer shall have no authority to amend the Contract nor to relieve the Contractor of any of its obligations of the Contract.

3.2 Delegation by the Engineer

- i. The Engineer may from time to time assign duties and delegate authority to Engineers Representative/assistants and may also revoke such assignments or delegations. The delegation or revocation shall be in writing.
- ii. Each Assistant to whom duties have been assigned or authority has been delegated shall be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, Test or similar act by assistance shall have the same effect as though the act had been act of the Engineer. However,
 - a. Any failure to disapprove any work, plant or Materials shall not constitute Approval, and shall not therefore prejudice the right of the Engineer to reject the work, plant and materials.

- b. If the Contractor questions any determination or instruction of an assistant, the contractor may refer the matter to the Engineer who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Assistants to Engineer and Engineer's Representative

The Engineer or the Engineer's representative may appoint any number of assistants to assist them after duly notifying their names, duties and scope of authority to the contractor.

3.4 Instructions of the Engineer

The Contractor shall comply with the instructions given by the Engineer, Engineer's Representative or the delegated assistant, on any matter related to the Contract. Wherever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

- a. Gives an oral instruction
- b. Receives a written communication of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and
- c. Does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

CONTRACTOR

4.1 Contractor's General Obligations

The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works, as directed by the Engineer.

The contractor shall provide the Plant and Contractor's documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether or a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

The Contractor shall be responsible for the adequacy, stability and safety of all such operations and of all methods of construction. The Contractor shall, whenever required by the Engineer, submit details of the arrangement and methods which the contractor proposes to adopt for the execution of the works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless stated in Special Conditions of contract:

- a. the Contractor shall submit to the Engineer the Contractor's document for the part in accordance with the procedures specified in the Contract;
- b. these Contractor's Documents shall be in accordance with the specifications and Drawings, shall be written in the language for communications defined in and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each party's designs;
- c. the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- d. prior to the commencement of the Tests on completion, the Contractor shall submit to the Engineer the "as-built" documents and operation and maintenance manuals without any extra cost in accordance with the Specifications and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works, Such part shall not be considered to be completed for the purposes of issue of Completion Certificate until these documents and manuals have been submitted to the Engineer.

4.2 Contractor's Warranty of Design

If it is specified in the Contract that the Contractor shall be responsible for design;

- a. The Contractor warrants that the Contractor's part of the design (in accordance with **Sub-Clause 4.1**) meets the specifications provided by the Employer and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the specification or any part thereof, the Contractor's part of the design shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost.
- b. The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim, which the employer might incur, sustain or be subject to arising from any breach of the contractor's design responsibility and/or warranty set out in this clause.
- c. The contractor further specifies and is deemed to have checked and accepted full responsibility for the Contractor's part of the design (in accordance with **Sub Clause 4.1**).
 - i. Notwithstanding that such design may be or have been prepared, developed or issued by the Employer, any of Contractor's consultants, his sub contractor's and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.
 - ii. Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
 - iii. Notwithstanding that the same have been accepted by the Engineer.

4.3 Compliance with Regulations and Bylaws

The Contractor shall confirm in all respects with:

- a. The Contractor shall conform to the provision of any statute relating to the works and regulation and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof which will be reimbursed on production of proper record.

The provision of all laws of land in force and enacted from time to time will be complied by the Contractor.

- b. the regulations or bye-laws of any local body and utilities.
- c. the contractor shall be bound to give all notices required by statute, regulations or bye-laws, aforesaid and to pay all fees and bills payable in respect thereof. The contractor will arrange necessary clearances and approvals before the work is taken up. Nothing will be paid by employer on this account.

Ignorance of rules, regulations and bylaws shall not constitute a basis for any claim at any stage of work.

4.4 Representation of Works

The Contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's Representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCC to rescind the contract under Clause 11 of these conditions.

4.5 Provision of Efficient and Competent Staff

The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers for execution of works in a safe and proper manner. If the Engineer asks the Contractor to remove a person of his work force stating the reasons, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the Contract.

4.6 Securities:

4.6.1 Tender Security (Earnest Money Deposit):

Tender shall be accompanied with tender security @ 2% of estimated cost of tender in shape of FDR (Fixed deposit receipt)/Crossed Demand Draft/ Banker's Cheque in favour of DFCCIL, New Delhi payable at New Delhi from a scheduled bank. The tender security of the successful tender shall be kept as security deposit for fulfillment of contractual obligations.

Tenders without the requisite security shall be summarily rejected. The tender Security of unsuccessful tenderer/s shall be returned on award of contract.

4.6.2 Performance Security (PERFORMANCE GUARANTEE)

4.6.2.1 Amount of performance Security

The procedure for obtaining Performance Guarantee 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 contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- b) The successful bidder shall submit the Performance Guarantee (PG) in the form of irrevocable bank guarantee, amounting to **5% of the contract value**.
Alternatively the Performance Guarantee may be submitted in the form of FDR in favour of DFCCIL, New Delhi.
- 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 contractor 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 contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increased 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 contractor.”
- 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 contractor 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 contractor.
- 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 contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work 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 provision in the contract agreement) in the event of:
- i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii. Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of 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.

4.6.2.2 Security Deposit.

The tender security deposited by the contractor with a tender will be retained by employer as part of security of the due and faithful fulfillment of the contract by the contractor and in addition, 10% will be deducted from on-account bills progressively so that overall retained security deposit is 5 % of contract value, including tender security (EMD).

4.6.2.3 Release of Performance Security & Security Deposit:

- i. On completion of the entire work, Security Deposit shall be refunded to the Contractor. This shall not relieve the Contractor from his obligations and liabilities, to make good that may be detected during the Defects Liability Period and on issue of maintenance certificate by the Engineer.
- ii. The balance amount of performance security be paid to the Contractor, after the expiry of the Defects Liability Period & issue of maintenance certificate by the Engineer.

4.7 Assignment of Contract

The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by:

- a charge in favour of the Contractor's bankers of any money due or to become due under the contract, or
- b assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.

4.8 Subcontracting

- a. The contractor shall not subcontract the whole of the Works.
- b. The Contractor can Subcontract part of the work upto 5% of contract value. Subcontracting by more than 5% shall require prior written consent of the employer.
- c. Subcontracting does not alter the Contractor's obligations in any manner and the Contractor shall ensure sufficient superintendence as well as impose such terms and conditions on the subcontractor as are appropriate to the parts of the works Sub-Contractor, to enable the Contractor comply with his obligations under the Contract.
- d. The contractor shall not be required to obtain such consent for provision of labour and material and for petty contractors/piece works under direct supervision of Contractor's Representatives.

4.9 Assignment of Subcontractor's Obligations

If a Subcontractor's obligations extend beyond the expiry date of Defects Liability Period then the contractor shall assign the benefits of such obligations to the Employer.

4.10 Compensation for Breach

Any breach of **sub clauses 4.7 to 4.9** shall entitle the Employer to terminate the Contract under **Clause 11.4** of these conditions and also render the contractor liable for loss or damage arising due to such termination.

4.11 Specifications and Drawings

4.11.1 Ownership

The contractor shall keep at site in good order, one copy of latest approved Specifications, drawings and other documents. All specifications and drawings shall remain the property of the Employer and shall be returned to the Employer on completion or on termination of the contract.

4.11.2 Adherence to specifications and Drawings

- i. The works shall be executed in conformity with the Specifications and drawings of the Contract issued to the Contractor by the Engineer from time to time. If the contractor does any work or part in a manner contrary to the specifications or drawings, he shall bear all the costs arising therefrom including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all loss to the Employer.
- ii. If any ambiguity arises as to the meaning and intent of any portion of the Specifications and drawings or as to execution or quality of any work or material or as to the measurement of the works, the decision of the Engineer thereon shall be final and binding.

- iii. The term “drawings” in this sub clause includes also the drawings prepared by the Contractor and approved by the Engineer, as specified in the special Conditions of Contract.

4.11.3 Compliance with Contractor’s Request for Details

i. The contractor shall give written notice to the Engineer whenever progress of the works is likely to be delayed or disrupted unless any further drawing, where the special conditions of Contract provide for such drawings to be prepared by the Engineer, or order, including a direction, instruction or approval is issued by the Engineer within a reasonable time. The notice shall include details of the Drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if this issue is delayed.

ii. The Engineer shall furnish with reasonable promptness, on receipt of request from the Contractor, additional instructions by means of drawings or otherwise necessary for the proper execution of the works or any part thereof. All such Drawings and instructions shall be consistent with the Contract documents and reasonable inferable therefrom. The Engineer may ask the Contractor for alternative proposals or clarifications or additional data or any other detail in respect Contractors request, if any.

If, due to any failure or inability of the Engineer to issue within a reasonable time any drawing or order requested by the Contractor as stated above, the contractor suffers delay and/or incurs additional costs, the Engineer shall take such delay into account while determining any extension of time to which the Contractor would be entitled and no claim whatsoever shall be entertained on this account.

4.12 Deleted.

4.13 Deleted.

4.14 Temporary Works

All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his cost and subject to the consent of the Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Engineer shall direct. In case the Contractor fails to get the same removed, than the same will be removed by the Engineer/Employer and cost thereof shall be recovered from the Contractor.

4.15 Bore holes and Exploratory Excavation

The contractor shall be guided by the Site investigation details furnished in the Tender Documents. In such cases, if the Engineer shall require the Contractor to make bore holes or to carry out explanatory excavation, the same shall be paid extra to the contractor as determined by the Engineer.

4.16 Setting Out

4.16.1 Accurate setting Out

The Contractor shall be responsible

- a. the accurate setting out of the works in relation to the original points, lines and levels of reference given by the Engineer in writing.
- b. The correctness of position, levels, dimensions and alignments of all parts of the works.
- c. The provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities.
- d. Carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the works.

4.16.2 Errors in Setting Out

If at any time during the execution of the work, an error appears in the positions, levels, dimensions or alignment of any part of the works, the contractor on being required to do so by the Engineer shall, at his cost, rectify such error to the satisfaction of the Engineer **with no extra cost.**

4.17 Safety of Works

The contractor shall be responsible for safety of works at site. In this connection, Contractor is required to take note of all necessary provisions in Employer's Safety, health and Environment Manual (SHE Manual), which shall be inclusive of all necessary costs to meet the prescribed safety standards. In the case, the contractor fails in the above, the Employer may provide the necessary arrangements and recover the costs from the Contractor.

4.18 Security of site and works

Unless otherwise stated in special Conditions of Contract

- a. the contractor shall be responsible for keeping unauthorized persons off the site.
- b. Authorized persons shall be limited to the Employees of the Contractor, subcontractor or persons authorized by the Engineer.

4.19 Site Data and Inspection of site

- i. The employer shall have made available to the Contractor with the tender documents such relevant data in Employer's possession on hydrological and subsurface conditions. The contractor shall be responsible for interpreting all such data.
- ii. The contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.

- iii. The contractor shall also be deemed to have inspected and examined the site, its surroundings, the above data and other available information and to have been satisfied before submitting the tender as to all the relevant matters, including without limitation:
 - a. the form and nature of the site, including the subsurface condition
 - b. the hydrological and climatic conditions
 - c. the extent and nature of work and goods necessary for the execution and completion of the work and the remedying of any defects.
 - d. The applicable laws, procedures and labour practices
 - e. The contractor's requirement for access, accommodation, facilities, personnel, power, transport, water and other services.

4.20 Sufficiency of accepted Contract amount

The contractor shall be deemed to have satisfied himself, before Tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Bill of quantities and the schedule of rates and Prices, if any, all of which shall, except in so far as it is otherwise provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper execution and maintenance of the works. The tenders containing any deviation from the Contractual Terms and conditions, specifications and other requirements save as provided in this General Conditions of Contract or Special Conditions of Contract shall be rejected as non responsive.

4.21 Unforeseeable Physical conditions

In this clause "physical conditions" means natural physical conditions, which the Contractor encounters at Site while executing the Works excluding climatic conditions.

If during the execution of the works, the Contractor shall encounter physical conditions, which, in his opinion, could not have been reasonably foreseen by an experienced Contractor, the Contractor shall forthwith give written notice thereof to the Engineer and if, in the opinion of the Engineer, such conditions could not have been reasonably foreseen by an experienced Contractor, then the Engineer shall certify and the Employer shall pay reasonable additional cost to which the Contractor shall have been put by reason of such conditions in the following cases:

- a. for complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and
- b. for any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer, as a result of such conditions or obstructions being encountered.

When the Engineer is required to determine value, cost or extension of time, he shall consult with the Contractor and the Employer in an endeavor to reach agreement. If agreement is not achieved, the Engineer shall determine the matter fairly, reasonably and in accordance with the Contract, with the approval of Employer.

4.22 Right of Way and Facilities

The Employer will acquire and provide land for Permanent Works and right of way (within DFCC's land). The contractor shall bear all cost and charges for special or temporary rights of way which he may require including those of access to the site. The contractor shall also obtain, at his risk and cost, any additional facility outside the site which he may require for the purpose of the Works the Employer/Engineer reserves the right to make use of these service roads/rights of way for itself or for other Contractors working in the area, as and when necessary without any payment to the Contractor.

4.22.1 Avoidance of Interference And Safety of Public

- i. The contractor shall not interfere unnecessarily or improperly with:
 - (a) the convenience of the public, or
 - (b) the access to and use of all roads, footpaths, waterways without the prior permission of the Engineer.

The contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

- ii During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reason of execution of Works and shall erect and maintain at his own cost save as provided in the Contract barriers, lights and other safeguards as prescribed by the Engineer for the regulation of traffic, and provide watchman necessary to prevent accidents. The Works shall in such cases be executed day and night if the Engineer so decides and so that the traffic is impeded for as short a time as possible.
- iii Existing road or watercourses shall not be blocked, cut through, altered, diverted or obstructed in anyway by the contractor, except with the permission of the Engineer. All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his staff or Sub Contractors shall be recoverable from the Contractor by deduction from any sums which may become payable to him in terms of the Contract or any other amount due to him in any other Contract.
- iv. The contractor shall be responsible for taking all precautions to ensure safety of the public, whether on public or Employer's property and shall post such look-out men

as may, in the opinion of the Engineer, be necessary to comply with the regulations appertaining to the work and to ensure safety.

4.23 Electricity, Water and Gas

The contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the works. The Employer where feasible may at his discretion assist the contractor in this respect.

The Employer may provide water, electricity or gas if available at the rates fixed by the Engineer but employer will not be responsible for any disruption of supply of these items and in that case, contractor will make his own arrangement to avoid suffering of progress of work.

4.24 Contractor's Equipment

4.24.1 All constructional plant and materials provided by the Contractor once brought by the contractor to site shall be deemed to be extensively intended for the execution of the works and Contractor shall not remove them without the consent in writing of the Engineer.

4.24.2 Deleted.

4.24.3 The employer shall not at any time be liable for the loss or damage to any of the Constructional Plant, Temporary works or Materials save as mentioned in Clauses 18.5 and 18.1

4.24.4 In respect of any Constructional Plant which the Contractor shall have imported for the purpose of the works, the employer will assist the Contractor, where required, in procuring any necessary Government consent for re-export of the same after completion of the works.

4.24.5 The Employer may assist (but is not obligated to) the Contractor, where required, in obtaining clearance through the Customs of Constructional plant, materials and other things required for the Works.

4.25 Protection of Environment

The contractor shall comply with the Safety, health and Environmental manual of the Employer and shall submit a detailed Site safety manual and Environmental plan as **specified in special Conditions of Contract**. Nothing extra shall be payable to the Contractor on this account and his tender price shall be inclusive of expenditure required to be incurred for working as per SHE Manual.

The Contractor shall take all reasonable steps to protect the Environment (both on and off site) and to limit damage and nuisance to people and property resulted from pollution, dust, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values indicated in the Specification and shall not exceed the values prescribed by applicable laws. The Contractor will ensure strict compliance of provisions in regard to protection of environment of Special Conditions of Contract.

4.26 Tools, Plants and Equipment supplied by the Employer

Except for any specific item mentioned in the Special Conditions of Contract, the Contractor shall provide all tools, plants and equipment for the works. In respect of such exceptional tools, plants and equipment committed to be provided by the Employer under terms and conditions specified in the Special Conditions of contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub-contractors or his workmen or others while they are in his charge. On completion of the works, the Contractor shall hand over the unused balance of the tools, plants and equipments to the Employer in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto. The decision of the Engineer as to the amount recoverable from the Contractor on this account shall be final and binding.

4.27 Sheds, Stores, Yards

It shall be the responsibility of the Contractor to provide at his own expense the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the works.

4.28 Use of Explosives

Explosives if required on the work shall be used by Contractor only with prior Approval of the Engineer and in the manner and to the extent permitted by him. The contractor shall be responsible for safe upkeep of such explosives in a special magazine as per the law on explosives as well as for taking all the precautions in the usage of the explosives with proper license and at contractor's cost, sole risk and responsibility. The contractor shall hold the Employer harmless and indemnify for the above.

4.29 Employer's Material

4.29.1 Materials to be supplied by the Employer

Except for items mentioned in the Special Conditions of Contract, the Contractor shall provide all materials for the works. Material, if any, to be provided by Employer will be done only in a phased manner as per pre-approved program, against a bank guarantee for the value of the Material and at terms and conditions for issue, upkeep, usage, return and recovery of such materials as specified in special conditions of contract.

4.30 Discoveries

Any thing of historical importance or of significant interest discovered on the site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries promptly and carry out Engineer's instructions for dealing with that.

4.31 Excavated materials

Materials of any kind obtained from execution of the site shall be property of the Employer and shall be disposed of as the Employer/Engineer may decide.

4.32 Housekeeping at the Site of works

The contractor shall at all times, maintain the site free from unnecessary obstructions and shall store or dispose neatly any Contractor's equipment and surplus materials. The contractor shall clear away and remove from site any wreckage, rubbish or Temporary Works no longer required.

On completion of the works, the contractor shall clear away and remove from site all constructional plant, surplus material and Temporary Works. He should leave the whole of the site and works in a clean, tidy and workmen like condition to the satisfaction of the Engineer. In case, the contractor even fails to clear the site as required within seven days from the issue of notice than site shall be cleared by the Engineer/Employer and cost thereof shall be recovered from the dues of the contractor.

On completion of work the contractor shall also clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Engineer within 45 days of the physical completion of the work, failing which it will be done by engineer on Contractors cost.

No final payment in settlement of the accounts for works shall be made till site clearance and clearance of labour camps etc. shall have been affected by the Contractor in addition to any other condition necessary for settlement of such final payment.

4.33 Extraordinary Traffic

4.33.1 Avoidance of damage to roads

The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the contractor or any of his representatives or sub-contractors and, In particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited., as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways and bridges. Should any such damage or injury occur, the cost of rectification or reconstruction thereof shall be borne by the Contractor and he shall indemnify the Employer fully against any claim on this account.

4.33.2 Special Loads

Save in so far as the Contract otherwise provides, the contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the site to facilitate the movement of Contractor's plant or materials or execution of Temporary works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the employer, and shall negotiate and pay all claims arising solely out of such damage.

4.33.3 Settlement of Extraordinary Traffic Claims

If, notwithstanding **sub clause 4.33.1**, any damage occurs to any bridge or road communicating with or on the routes to the site arising from the transport of materials or plant, the contractor shall notify the engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. Where under any law or regulation the hauler of such materials or plant is required to indemnify the road authority against damage, the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto. In other cases, the Employer shall negotiate the settlement and pay all sums due in respect of such claim and shall indemnify the Contractor in respect thereof and in respect of all claims, proceedings, damages, cost, charges and expenses in relation thereto. Provided that if and so far any such claim or part thereof is, in the opinion of the Engineer, due to any failure on the part of the contractor to observe and perform his obligations under **Sub Clause 4.33.1** and **4.33.2** then the amount, determined by the Engineer, after due consultation with the Employer and the Contractor, to be due to such failure shall be recoverable from the contractor by the Employer and may be deducted by the employer from any monies due or to become due to the contractor and the Engineer shall notify the Contractor whenever a settlement is to be negotiated and, where any amount may be due from

4.34 Disclosure of Relationship

If the contractor or any partner of the contractor or Director of the Contractor's company is closely related to any of the Officers of the employer or the Engineer, or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest/stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filling his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period without specific approval of the employer.

4.35 Opportunity for other Contractors

4.35.1 Reasonable Opportunity

The contractor shall, in accordance with the requirements of the Engineer, afford all reasonable facilities for any other contractor who may be carrying out, on or adjacent to any site any work not included in the Contract but required by the Employer, any utilities undertaking or other duly constituted authority.

The contractor shall, on the written request of the engineer, make available to any such other contractor or to the employer or any such authority, any roads or ways for the maintenance of which the contractor is responsible, for which no additional payment shall be made by the Employer.

4.35.2 Inspection of work of other Contractors

If any part of the contractor's work depends upon the work of another Contractor, he shall inspect and promptly report to the Engineer any defects in such work that may render it unsuitable for such proper execution. The contractor's failure to so inspect and report shall constitute acceptance of the other Contractor's work as fit and proper

except as to defects which may develop in the other Contractor's work after execution of his work.

4.36 Progress Reports

Unless otherwise stated in special conditions of Contract, monthly progress shall be prepared by the Contractor and submitted to the Engineer in six copies. The first report shall cover the period up to the end of the first calendar month following the commencement of works in accordance with **sub clause 10.1**. Reports shall be

submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the contractor has completed all work, which is known to be outstanding at the completion date stated in the completion Certificate for the works:

Each report shall include:

- a. Charts and detailed descriptions of progress, including each stage of design **(in accordance with sub clause 4.1)**, contractor's document, procurement, manufacture, delivery to the site, construction, erection and testing: and including these stages for work by each subcontractor.
- b. Copies of quality assurance documents, test results and certificates of materials.
- c. List of notices given by either party.
- d. Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- e. Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with Contract and measures being adopted to overcome delays.
- f. Labour welfare compliance report if desired by the Engineer in accordance with **sub clause 7.1**.
- g. Details of labour, engineers, tools & plants at site during the month under reference.
- h. Any problem/hindrance faced by the contractor in proper execution of the work.

1.0 CORRUPT OR FRAUDULENT PRACTICES

5.1 The employer requires that the bidders/contractors observe the highest standards of ethics during Tendering and execution of this contract. In pursuance with this policy, the employer:

- a. Defines, for the purpose of these provisions, the terms set forth below as follow:

- i. **“corrupt practice”** means the offering, giving, receiving or soliciting of any thing of value to employer, engineer or any of their employees, influence in the procurement process or in contract execution; and
 - ii. **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- b. will reject the tender for the work or terminate the Contract if the employer determines that the bidder/Contractor has engaged in corrupt or fraudulent practices.
- c. Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices.

5.2 **Action against Contractor on termination of Contract under this clause**

In the event of termination of contract under sub clause 5.1 action will be taken in terms of clause 11. 4.2.

6.0 **INSURANCE**

6.1 **Requirements**

Before commencing execution of works, unless stated otherwise in the special conditions of Contract, it shall be obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- i. Contractor' all risk and third party cover.
- ii. Liability under **workmen’s compensation Act 1923, Minimum wages Act,1948 and Contract labour (Regulation and Abolition) Act 1970.**
- iii. Accidents to staff, engineers, supervisors, and others who are not governed by Workmen’s Compensation Act.
- iv. Damage to material, machinery and works due to fire, theft, accident etc.
- v. Any other risk may be specified in the special Conditions of contract.

6.2 **Policy in Joint names of Contractor and Employer**

The policy referred to under **Sub clause 6.1 (i)** above shall be obtained in the joint names of the Contractor and the Employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of Works, their maintenance and performance of the contract.

- i. Loss of life or injury involving public, employee of the contractor, or that of Employer and Engineer, labour etc.
- ii. Injury, loss or damages to the works or property belonging to public, government bodies, local authorities, utility organizations, contractors, employer or others.

6.3 Currency of Policy

The policies shall remain in force through out the period of execution of the works and till the expiry of the defects Liability period. If the contractor fails to effect or keep in force or provide adequate cover in the insurance policies mentioned in **sub Clause 6.1**, or any other insurance he might be required to effect under the contract, then, the Employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the contractor or from the Contractor's Performance security.

The contractor will be responsible to indemnify the employer to pay damages if any becoming recoverable during the period of expiry of the policy and its renewal. It is a condition of the contract that contractor will renew the policy well in time and employer will not be held responsible if policy is not renewed by employer due to failure of the contractor.

7.0 FACILITIES FOR LABOUR

7.1 Provision of accommodation

The contractor shall provide at his own expense, all necessary accommodation and the welfare facilities for his stag and labour. This includes good practices like provision of temporary crèche (Bal Mandir) where 50 or more women are employed at a time. All accommodation shall be maintained in a clean and sanitary condition, by the contractor at his cost and provision of law of land in force and enacted from time to time.

The contractor shall have a labour welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. In this context, the contractor is also required to familiarize himself with DFCC labour welfare Fund Rules as specified in Special conditions of Contract and comply with the same.

The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when desired by the Engineer.

7.2 Compliance with Rules for Employment of labour

The contractor shall be responsible for compliance with all the statutes, guidelines and rules for the time being in force regarding engagement of labour by the Contractor or through his petty Contractors or Sub contractors. The contractor shall also ensure that he or his sub-contractors fully comply with all labour laws relating to engagement of labour and other related labour laws as in force and enacted from time to time.

7.3 Labour to be Contractor's employee

If the contractor directly or through petty contractors or sub contractors supplies any labour to be used wholly or partly under the direct orders and control of the Engineer or the Employer, whether in connection with any work being executed by the Contractor or otherwise for the purposes of the Employer, such labour shall, for the purpose of this clause, be deemed to be persons employed by the contractor. The contractor shall indemnify the employer for any claim or payment becoming payable to labourers due to his failure to comply with labour laws.

7.4 Preservation of Peace

The contractor shall be responsible for preservation of peace at the site and its neighborhood by Contractor's employees, Representatives, petty contractors, sub contractors etc. In case, deployment of a special Police Force, becomes necessary at or near site, during the tenure of works, the expenses for the same shall be borne by the contractor.

7.5 Health and safety

Precautions shall be taken by the contractor to ensure the health and safety of his staff and labour. The contractor shall in collaboration with and to the requirements of the local health authorities, ensure that medical staff, first aid facilities, other medical facilities, sick bay and ambulance are available at the accommodation and on the site

at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The contractor shall maintain records and make reports concerning health, safety and welfare of persons and damage to property, as per the Engineer's requirement and will ensure complete compliance with relevant clauses of Employer's safety, Health and Environmental manual (SHE manual), which shall be binding on the contract.

7.6 Use of Intoxicants

The contractor shall ensure that no labour or employee is permitted to work at the Site in an intoxicated state or under influence of drugs.

8.0 Staff and Labour

8.1 Engagement

The contractor shall make his own arrangements for the engagement of all staff and labour at its own cost.

8.2 Labour Laws

In dealing with labour and employees, the Contractor and his sub-Contractors (including piece rate and petty Contractor) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of the labour in India.

8.3 Rates of Wages and Conditions of Labour

Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out.

8.4 Working Hours

The contractor if required, after notifying the Engineer shall carry out Works during night hour or in shifts unless specifically provided in the contract. No increase in rates or extra payment shall be admissible for night work. The Contractor shall provide adequate lighting and safety arrangement at his own cost.

8.5 Persons in the service/retired of employer/engineer

- a. the contractor and/or any of his sub contractors shall not recruit or attempt to recruit, staff and labour from amongst the employer and the Engineers personnel.
- b. Employment of Retired Officer/Engineer

The contractor and/or any of his sub contractors at the Tendering stage or during constructing stage will not employ any retired employee of Employer or Engineer of the Employer in any capacity unless such employee has completed at least two years post retirement period or has obtained the no-subjection certificate from Employer for being employed with the contractor. It will be responsibility of the contractor to collect the Employer's no objection certificate from such retired employee and submit the same back to the employer.

- c. In case of non compliance of above, in addition to any or several of the courses, referred in **sub-clauses 11.4.1 and 11.4.2** being adopted by the Employer the contractor on termination of the contract for the aforesaid reasons will have no claim whatsoever against the employer.

8.6 Claim on account of violation of Labour Laws

The contractor shall be solely accountable for violation of any labour law by it, its petty contractors or sub contractors and will pay any such claim/damage to the authorities forthwith on demand. If any moneys shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such moneys shall be deemed to be moneys payable to the Employer by the Contractor and he will pay the same to the Employer forthwith on demand, without demur and without asking for any reasons/explanations from the Employer. On failure of the contractor to repay the Employer any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, the Employer shall be entitled to recover the amount from any moneys due or incurring to the contractor under this or any other contract with the Employer.

8.7 Report of accidents to labour.

The Contractor shall be responsible for safety of all employees, employed by him on works, directly or through petty contractors or sub-contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineers Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the contractor in such cases with utmost expeditious in accordance with the Workmen's Compensation Act.

9.0 QUALITY CONTROL

The contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the contract. The system shall be in accordance with the requirements in the Special conditions of Contract. The Engineer shall be entitled to audit any respect of the system. Compliance with the quality assurance system shall not relieve the contractor of any of his duties, obligations or responsibility in the contract.

9.1 Manner of Execution

All plant, materials, goods and workmanship shall be

- a. of the respective kinds described in the contract and in accordance with the Engineer's instructions.

- b. Subject from time to time to such Tests as the Engineer may require at the place of manufacture, fabrication, or on the site or any such other place or places as may be specified in the contract.

9.2 Contractor to provide everything necessary for Testing

The Contractor shall provide such assistance, instruments, machines, labour and materials as may be necessary for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of Materials before incorporation in the works for testing as may be selected and required by the Engineer.

9.3 Sources of Materials

Sources of materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the contract document shall conform to the relevant Indian Standards or in their absence conform to any International Standard approved by the Engineer.

9.4 Supply of Sample

Save as otherwise expressly provided in the contract, sample shall be supplied by the Contractor. The contractor will however, be fully responsible to comply with specifications as per contract.

9.5 Cost of Test

The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the contract. If any test is ordered by the Engineer which is either:

- a. not so intended by or provided for in the contract, or
- b. though so intended or provided for is ordered by the Engineer to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested.

Then the cost of such Test shall be borne by the Employer. If, however, the Test shows the workmanship or Materials not to be in accordance with the Contract, then the cost of such Test will be borne by the Contractor.

9.6 Correction of defects.

- i. if as a result of the examination, inspection, measurement or testing, any plant, materials or workmanship is found to be defective or not in accordance with the Contract, the Engineer may reject the same by giving notice to the contractor with the reasons. The contractor shall then promptly make good the defect and ensure that the rejected item complies with the contract.

ii. Notwithstanding any previous test or certification, the Engineer shall have the authority to instruct the contractor.

- a. to remove from the site and replace any plant or materials which is not in accordance with the Contract.
- b. Remove and re-execute any other work which is not in accordance with the contract.

- c. Execute any work which is urgently required for the safety of the works, whether because of an accident, unforeseeable event or otherwise.
- iii. In case of default on the part of the contractor in carrying out such order, the Employer shall be entitled to employ and pay other parties, to carry out the same, and all expenses consequent thereof or incidental thereto, shall be recoverable from the contractor or may be deducted by the Employer from any money which may be due to the Contractor.

9.7 COVERING UP OF WORK

9.7.1 Examination of work before covering up

A work or part of work shall be covered up or put out of view, in the presence of the Engineer or the Engineer's Representative.

9.7.2 Cost of uncovering the work already covered up

The contractor shall uncover any part or parts of the works, or make openings in or through the same, as the Engineer may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the Engineer. If any such part or parts, to the satisfaction of the Engineer. If any such part or parts have been covered up, or put out of view after compliance with the requirement of **Sub Clause 9.7.1** and the works are found to be executed in accordance with the Contract, the expenses of uncovering, make openings in or through, reinstating and making good the same, shall be borne by the Contractor.

10.0 TIME MANAGEMENT

10.1.1 SIGNING OF AGREEMENT

The Engineer/Employer shall prepare the Agreement in the Performa prescribed annexed as Annexure V of these conditions, duly incorporating all the terms of agreement between the two parties. However, the successful tenderer shall arrange the necessary Non-judicial stamp papers of requisite value and attend the DFCC office to execute the agreement within two weeks of the date of receipt of the "Letter of acceptance" duly acknowledged and signed by the successful tenderer. Up on executing the agreement the original agreement will be retained by the employer and one copy of the Agreement duly signed by the Employer and the Contractor through their authorised signatories, will be supplied by the Employer to the contractor.

10.1.2 Commencement of work

The contractor shall commence the works on the date specified in the letter of Acceptance or if no date is specified in the Letter of acceptance, on the date specified in an instruction in writing to that effect from the Engineer. Thereafter, the contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the works. Time will be the essence of the contract and time for completion shall run from the date the contractor is to commence the works under this clause.

10.2 Programme of Work

The contractor shall submit a detailed programme to the Engineer after receipt of the Letter of acceptance, not later than 28 days from the date of receipt of Letter of

Acceptance. The contractor shall also submit a revised programme whenever the Engineer finds that the previous programme is inconsistent with actual progress or with the contractor's obligations. Each program shall include:

- a. the order and procedure in which the Contractor proposes to carry out the works
- b. the sequence and timing of inspections and tests specified in the contract.
- c. A supporting report which includes a general description of the method which the contractor intends to adopt and of major stages in the execution of the works.

No significant alterations to the programme or to such arrangements and methods shall be made without obtaining the approval of the Engineer. Approval by the Engineer to the Programme of Works shall not relieve the Contractor of any of his responsibilities or obligations under the contract.

10.3 Handing Over, Possession and use of Site

No land belonging to or in possession of the Employer shall be occupied without the permission of the Engineer or the Employer. The Contractor shall not use, or allow the site to be used for any purpose other than that of executing the works.

The employer shall give the contractor, right to or right of access to or possession of all parts of site as the case may be from time to time as stated to in the contract and as conforming with the requirement of the programme of the works.

In the event of any failure or delay by the employer or the engineer, to hand over to the contractor the possession of site necessary for execution of works then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof, or entitle the contractor to damages or compensation thereof but in any such case, the engineer shall grant such extension or extensions of time to complete the work as in his opinion is/are reasonable without penalty and with PVC as applicable.

10.4 Access To Site of work

10.4.1 Access for Engineer The Contractor shall allow the Engineer or the Engineer's representative, at all times access to the site, and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works. The contractor shall ensure that sub contracts if any shall contain provisions entitling the Engineer or any person authorized by him to have such access.

10.4.2. Access Road and Way Leaves Providing access roads/way leaves to the site will be contractor's responsibility at his own cost.

10.5 Time for Completion

The time allowed for execution and completion of the works or part of the works as specified in the contract, in accordance with contract conditions, shall be the essence on the part of the contractor subject to any requirement in the contract as to completion of

any portion or portions of the works before completion of the whole work. The Contractor shall fully and finally complete the whole of the works comprised in the contract.

10.5.1 Time to continue to be the essence of the 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 the essence of contract on the part of the Contractor.

10.6 Delay

Failure or delay by the employer or the Engineer, to hand over to the contractor the site necessary for execution of works, or any part of the works, or to give necessary notice to commence the works, or to provide necessary drawings or instructions or clarifications or to supply any material, plant or machinery, which under the contract, is the responsibility of the Employer, shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the contract. As in his opinion is/are reasonable.

In case of delay on the part of the contractor, the contractor shall be liable to pay liquidated damages in addition to any other compensation for the damages suffered by the Employer. This is without prejudice to the right of the Employer to rescind the contract in terms of **Clause 11.4**

10.7 Extension of time for completion not on Contractor's fault

The time with which, the works or any phase or part of the work is to be completed, may be extended by the Engineer by such further period of time as may reasonably reflect delay in completion of works notwithstanding due diligence and the taking of all reasonable steps by the contractor to avoid or reduce such delay, caused by any of the following events.

- i. **“Force Majeure”** referred to in **clause 19.0**
- ii. the issue of any instruction or major violation by the Engineer.
- iii. The contractor not being given possession of or access to the site or any part.
- iv. Instruction of the engineer to suspend the works and the Contractor not being in default as to reasons of suspension.
- v. Acts or omissions of other contractors in executing the work not forming part of this contract and on whose performance, the performance of the contractor necessarily depends.
- vi. Any act of prevention or breach of contract by the Employer and not mentioned in this clause.
- vii. Any order of Court restraining the performance of the contract in full or in any part thereof.
- viii. Due to extra or additional work ordered by the engineer for execution.
- ix. Due to modifications, if any in the contract which if necessitates extension of time
- .x. Any other event or occurrence which, according to the employer is not due to the contractor's failure or fault.

However, the contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of contract by the contractor. If the contractor considers himself to be entitled to an extension of time for completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay, together with any notice required by the contract and relevant to such clause.

10.7.1 Contractor to apply for extension of time

In case, the contractor feels that work cannot be completed within the specified period in the contract than he shall be responsible for requesting extension of the date as he may consider necessary as soon as cause thereof shall arise and in any case not less than one month before the expiry of the original date for completion of the works giving detailed reasons for delay in completion of the work.

10.8 Extension of time for delay due to Contractor and Liquidated damage

10.8.1 Extension of time for delays due to contractor

If the delay in the completion of the whole works or a portion of the works, for which an earlier completion period is stipulated, is due to the contractor's failure or fault, and the Engineer is of the view that the remaining works or the portions of works can be completed by the contractor in a reasonable and acceptable short time, then, the Engineer may allow the contractor extension or further extension of time at its discretion with liquidated damages, for completion as he may decide.

10.8.2 Liquidated damages

In case the Engineer decides to extend the contract with liquidated damages for delays due to contractor, in that case without prejudice to any other right or remedy available to the Employer, the liquidated damages shall be levied at the rate of 0.1 percent of the contract value for the Works for each week or part of the week the contractor is in default subject to a maximum of 5% of the total Contract value.

If the delay relates to a portion of the works with a separate and earlier completion period, the contract value shall be restricted to the cost of that portion of the works only.

The decision of the Engineer as to the liquidated Damages payable by the Contractor under this clause shall be final and binding.

10.8.2.1 Consequences of Objection by the contractor for grant of extension with LD

In case the contractor does not agree/raise any objection to the grant of extension with levy of the liquidated damages then action will be taken under clause 11.4.2 for termination of contract. In case no objection is raised by the contractor within 7 days of issue of sanction for extension then it will be deemed that contractor has accepted extension with LD. No claim/dispute shall be entertained later on this account.

10.9 Rate of Progress

If for any reason which does not entitle the contractor to an extension of time, the rate of progress of the works is at any time, in the opinion of the Engineer too slow to ensure timely completion of the works or any part thereof, the Engineer may so notify the contractor in writing. The contractor shall thereupon take such steps as are necessary or in default of taking such steps, shall take such steps as the Engineer may reasonably instruct to expedite

progress so as to complete the works or any part thereof within date of completion. The contractor shall not be entitled to any additional payment for taking such steps. If any step taken by the Contractor in meeting his obligations under this Sub clause cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor and shall be deducted by the Employer from any monies due, or become to the Contractor.

10.10 Suspension

10.10.1 Suspension of work.

The Contractor shall, on the order of the Engineer, suspend the works or any part thereof, for such time and in such manner, as the Engineer may consider necessary, and shall during such suspension properly protect and secure the works as it is necessary in the opinion of the Engineer.

The Contractor shall not be entitled to extra cost, damages or loss of any anticipated profit during the period of suspension of work. However, the contractor shall be entitled to such extension of time for completion of work, as the Engineer may consider proper, having regard to the period of such suspensions.

If the suspension of the whole of the works or any part or group of the works exceeds 12 weeks, the contractor shall have the option to ask for closure of the contract, or deletion from the Contract of that part of works which has been suspended by giving 28 days' notice to the Engineer for restart of work. If no permission is granted then treat suspension as default of employer and terminate/omit that part of the work/contract after giving 14 days' notice.

11 TERMINATION OF CONTRACT

11.1 Termination for Employer's Convenience

- (i) The Employer may terminate the Contract by giving notice to the Contractor with effect from the date stated in the notice, for its convenience and without need to give reasons.
- (ii) The Contractor must comply with the instructions of the Employer to wind down and stop work and the Contractor must leave the Site by the date stated in the termination notice and remove all Temporary Works it has brought on to the Site except for those items identified in the termination notice as to be retained on the Site.
- (iii) After termination under **Clause 11.1**, subject to its other rights under the Contract, the Employer shall pay to the Contractor:
 - a. the value of approved Materials actually brought to the Site and reasonably required to execute the Works during next three months, as per approved programme, and
 - b. Value of Work completed up-to-date by the Contractor at rates specified in the Contract, after taking into account any deductions, retentions, setoff
 - c. In addition, a sum not exceeding 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect after adjusting the variation in cost of work as permissible under the contract.

- (iv) the payment as above are full compensation for termination under this clause and the Contractor has no claim for damages or other entitlements whether under the Contract or otherwise.
- (v) Any remaining tools, plants, equipment and surplus Materials of Employer with Contractor will be returned to the Employer at Employer's depot at Contractor's cost. In case of failure of the Contractor to do so, the Employer will be entitled to recover their cost from the Contractor from the amount becoming due to the Contractor or from any other money due in any other Contracts. The decision of the Engineer of amount to be recovered will be final decision and full credit at rates initially charged to the Contractor shall be allowed for such Materials. Similarly the Employer shall be entitled to recover the cost of unreturned material, plant, equipment and tools from the Contractor where such Materials have been supplied free of cost and plant, equipment and tools free of cost or on lease basis to the Contractor as stipulated in the Special Conditions of Contract.
- (vi) Provided further, that any diminution of quantities against individual items of the Contract, merely as a variation when the work is completed, shall not constitute foreclosure of Contract in terms of this clause, and no compensation or payment whatsoever as per this clause will be due or payable to the Contractor on that account.
- (vii) The Contract shall only be settled as above after furnishing no claim certificate by the Contractor and relieving the employer from all contractual liabilities under the contract.

11.2 Termination for Default of Employer

- i. In the event of the Employer:
 - a) failing to pay to the Contractor the amount due without reasonable cause, under any certificate of the Engineer, within ninety days after the same shall have become due under the terms of the Contract, subject to any deduction that the Employer is entitled to make under the Contract, or
 - b) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamationthen, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days' notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as per **Sub clause (iii) of 11.1**

The Engineer's decision on the account payable on this account shall be final and binding.

11.3 Rescission of Contract Due To Death Of Contractor/Partner

If a Tenderer expires after the submission of his tender or after the acceptance of his tender, The DFCC shall deem such tender as cancelled without financial repercussions on each side. If a partner of a firm expires, after the submission of their tender or after the acceptance of their tender, the DFCC shall deem such tender as cancelled without financial repercussions on each side unless the firm retains its character. The heir of the Contractor or remaining partner of the firm shall only be paid for the work executed at site and nothing extra shall be paid.

11.4 Termination Of Contract Due To Contractor's Default

11.4.1 Notice to Correct

If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and remedy it within a specified time as the Engineer may deem reasonable.

11.4.2 Conditions Leading To Termination Of Contract

The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- a) fails to comply with a notice under Sub clause 11.4.1 of GCC
- b) abandons or repudiates the Contract
- c) without reasonable excuse fails to commence the Works in accordance with the Contract
- d) sub Contracts the whole of the Works or assigns the Contract without Approval of the Employer as per provision of the contract.
- e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract,
- g) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, 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;
- h) fails to remove Materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said Materials or Works have been condemned or rejected.
- i) fails to take steps to employ competent and/or additional staff and labour.
- j) fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof.
- k) indulges in corrupt or fraudulent practices as explained in Clause 5.1 (a) (ii) of GCC
- l) does not agree with the decision of the Engineer to grant extension with LD under clause 10.8.2 of GCC.
- m) fails to comply with provision of clause 8.5 of GCC.
- n) fails to advise change in constitution of the firm and insist for this change if the same is not acceptable to the Engineer/Employer as per clause 21.4 of GCC.

In any of these events or circumstances, the Employer may upon giving 14 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. The Employer shall give a 2 days notice to the Contractor towards the end of this 14 day period following which the Contractor shall remove all his plants and Machinery from the Site within these two days. The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.

After termination of the contract, the Engineer/Employer shall be entitled to get the balance work completed by another agency, the manner & method in which such work is completed, shall be in the entire discretion of the Engineer whose decision shall be final.

On termination of Contract due to Contractor's default

- a. On termination of the contract, the security deposit of the contractor shall be forfeited and the performance guarantee shall be encashed and the balance work shall be got done without risk & cost of the original contractor.
- b. Final bill of the terminated contract shall be drawn and any legitimate amount due to the contractor after making necessary deductions as per provisions of contract shall be released on furnishing a no claim certificate relieving the employer of contractual liabilities under the contract.

11.4.3 Non-exercise of power not to constitute waiver.

Provided always that in case any of the powers conferred upon the Employer **Sub Clause 11.4.1 and sub clause 11.4.2** above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.

11.4.4 Execution of balance work by another agency.

In case of termination, original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

12. VARIATIONS

12.1 Authority to order modifications

Engineer acting on behalf of Employer shall have the authority to make any variation of the form, quality or quantity of the Works or part thereof, which in his opinion may be necessary at any time before whole completion of work. The Contractor shall execute and to be bound by each variation ordered by the Engineer and shall do any of the following:

- a) increase or decrease the quantity of any item or part of work included in the Contract.
- b) Omit any such work included in the Contract.
- c) add a new part or item of the Work not included in the Contract.
- d) change the character or quality or kind of any such work.
- e) Change the levels, lines, positions and dimensions of any part of the Works.
- f) Execute additional work of any kind necessary for the completion of the Works or
- g) change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract. The decision of the Engineer under this clause shall be final.

12.2 Variations to be authorized in writing.

All Variations shall be recorded in a written instruction/s from the Engineer and shall not be implemented by the Contractor without such an instruction in writing from the Engineer. In urgent cases, verbal instructions of the engineer shall be implemented but the same must be confirmed immediately thereafter. On receipt of an instruction from the Engineer to execute variation, the Contractor shall forthwith proceed to carry out the variation and be bound to these conditions in doing so as if such variation was stated in the Contract. The work shall not be delayed for fixing the rates/prices under this Sub clause.

12.3 Value Engineering or Innovation

12.3.1 Value Engineering Proposals

The Contractor may submit to the Employer, in writing at its own cost, value engineering proposals for modifying the Specifications for the purpose of reducing construction costs. The value engineering proposal shall not impair the essential character, functions or characteristics or the Work, including service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

12.3.2 Value Engineering Proposals – Contents

If the Employer requires it, and if the Contractor wants to proceed with the proposal, the Contractor must provide (at no cost to the Employer) a detailed report, acceptable to the Employer and which shall include:

- (a) a general description of the original Contract requirements for the Works and the proposed changes.
- (b) an itemized list of all the proposed modifications to the Drawings and Specifications.
- (c) an itemized list of all Work and goods affected by the value engineering proposal.
- (d) a detailed estimate of the construction cost based on the original Contract requirements and based on the proposed changes.
- (e) any resultant time extensions or reductions for the Contract.
- (f) statement to the extent of minimum saving expected. The Contractor's cost of preparing value engineering proposal shall be excluded in determining the estimated net savings in construction basis.

12.3.3 Value Engineering Proposals – Employer Review

The Employer may in his sole discretion, accept or reject the value engineering proposal or any part thereof and determine the estimated net saving in the construction cost. The Employer shall not be liable for delays or damages to the Contractor due to any failure of the Employer to accept or act upon any value engineering proposal submitted pursuant to this Clause. If the submitted value engineering proposal is similar to a change/variation already under consideration by the Employer, the Employer may make such changes as deemed fit with no extra cost.

12.3.4 Amendments – Employer Issuance

If the value engineering proposal is acceptable to the Employer in whole or in parts, it will accept by execution of an amendment. Such amendment shall identify all the changes in the Specifications, Contract Period etc, shall specify net savings on construction costs and shall provide that the Contractor be paid 30% of saved net savings amount based on the difference between the amount contained in the Contract and the estimated net savings both as determined by the Employer.

12.3.5 Contractor's Acceptance and Payment.

The Contractor shall either accept or reject any proposed amendment executed by the Employer pursuant to this section within 5 working days of its receipt date from the Employer. If the Contractor does not reject the same in the period stipulated above, the amendments shall be deemed to be accepted by the Contractor and shall become a variation to the Contract. The Contractor's acceptance shall be unconditional and compensation of 30% of the value shall constitute the full compensation. The Contractor will be paid this 30% but not more at the time of final payment on Engineer's certification that the net savings as intended by value engineering have been achieved.

12.4 Variation In The Bill Of Quantities.

The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the Work. Some items/group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions, alterations or omissions in the Bill of Quantities, individual items or group of items, specified in the Bill of Quantities.

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

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable; the same shall be got executed by floating a fresh tender. If floating a fresh tender or operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.S. Grade;
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

- (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
- (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of Director/Finance/DFCCIL
- 3. In cases where decrease in involved during execution of contract:
 - (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
- 4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- 5. No such quantity variation limit shall apply for foundation items.
- 6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 7. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
- 8. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
- 9. For tenders accepted by Board Members and Railway Ministers, variation upto 110% of the original agreement value may be accepted by General Manager.
- 10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same, shall be settled in the manner laid down under the conditions for the settlement of dispute.

Daywork:

The Engineer may, if in his opinion it is necessary or desirable issue an instruction that any varied work or new item of work shall be executed on a daywork basis. The Contractor shall be then paid for such item based on the actual expenditure made on daily basis under the terms set out in daywork schedule included in the Contract and at the rates and prices affixed by him in the Tender.

The Contractor shall furnish such receipts or other vouchers as may be necessary to prove the amounts paid and before ordering Materials shall submit to the Engineer the quotations for the same for his Approval. The Contractor shall furnish to the Engineer or his representative, a daily list (with name, occupation and shift time) of all workmen deployed on the work, in duplicate for checking and Approval. The Contractor shall submit to the Engineer a priced statement of labour, material, plant, etc., actually used on the work, together with the output of work at the end of each calendar month and / or as soon as the work is completed. The payment for the new item of work will be certified by the Engineer based on this submission.

13.0 PRICE VARIATION

No price variation will be admissible in this work.

14.0 Deleted

15.0 CONTRACT PRICE AND PAYMENTS

15.1 Rates For Items Of Work.

The Contractor shall be paid only at accepted rates for finished work as per approved construction Drawings. Where such rates are not available the Contractor shall be paid as per Clause 12.0 read with Clause 12.4 "Variation" of these Conditions.

15.1.1 Rates accepted for BOQ are for complete item of work

The rates entered in the accepted Bill of Quantities of the Contract, shall provide for Works duly and properly completed in accordance with these Conditions of Contract, Special Conditions of Contract and the Specification and Drawings, together with such enlargement, extension, diminution, reduction, alteration or addition, as may be ordered in terms of conditions of Contract, and without prejudice to the generality thereof, shall inter-alia be deemed to include and cover all charged relating to labour and superintendence thereof, supply including all cost and freight of Materials, stores, equipments, profiles, moulds, cuttings, centerings, scaffoldings shuttering, machinery, derricks, tackles, ropes, pegs, posts, tools and all apparatus and plants, required at / for the work, and contingencies, complete in all respects, except such items as may be specified in the Special Conditions of Contract to be supplied to the Contractor by the Employer. The rates quoted shall also include:

- Erection, maintenance and removal of all Temporary Works and Buildings.
- All watching, lighting, pumping and draining unless otherwise provided for.

- All barriers and arrangements for safety of the property, utilities, public or of employees/workers during the execution of Works.
- All sanitary and medical arrangements for labour camps as may be prescribed.
- The setting out of all Works of construction, repair and up-keep of all centre lines, benches, brackets, etc.
- Site clearance.
- All taxes, royalties, duties, cess, octroi and other levies payable to various authorities except as provided in **Sub-clause 15.1.1. and 15.1.3**

15.1.2 Deleted

15.1.3 Nothing extra payable over the accepted rates

Subject to **Sub-clause 15.1.1** above, nothing extra shall be payable over the quoted rates, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General or Special Conditions of Contract.

15.1.4 Changes in cost due to subsequent legislation.

If after the date for submission of tender, there is change/increase/decrease in various taxes through national or state statute, ordinance, decree or other law or any regulation or bye-law of any local or other duly constituted authority which causes additional or reduced cost to the contractor as otherwise permissible in the execution of the contract, such additional or reduced cost shall be determined by the engineer and shall be added to or deducted from the contract price as the case may be.

15.2 Payment on actual measurements

The quantities set out in the Bill of Quantities, are the estimated quantities and not the actual quantities of work to be executed by the Contractor. The Contractor shall be paid for the Works, at applicable rates based on the actual measurements.

Measurements of the work in progress shall be taken by the Contractor in presence of the Engineer. These measurements shall be recorded at such intervals, as in the opinion of the Engineer shall be proper having regard to the progress of the work in the Measurement Books to be supplied by the Engineer.

The Contractor or his authorized representative shall sign the result of the measurements, which shall also be signed by the Engineer or the Engineer's representative as an acknowledgement and acceptance of the accuracy thereof.

The Engineer or the Engineer's Representative shall have the right to delete or correct any measurement if it is found at a later stage that the work is incomplete, defective and / or not conforming to the Specifications.

15.3 Payment Currency:

The mode of payment in the Contract will be Indian Rupees unless specified otherwise.

15.4 On Account Payment

15.4.1 Procedure for On-Account payment.

- a. The Contractor shall be entitled to be paid from time to time normally once in a calendar month, by way of "On-account" bills, only for such Works, as, in the opinion of the Engineer, the Contractor has executed in terms of the Contract.
- b. The Contractor shall submit the on-account bills, by the date stipulated by the Engineer, in the prescribed proforma, supported with measurements.
- c. After preliminary scrutiny and certification by the Engineer, payment of 80% of the certified amount shall be made by the Employer within 7 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 28 days, from the date of the preliminary certification of the bill by the Engineer.
- d. Such payments made by the Employer, shall not constitute any acceptance of the measurements or bill of quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in the earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the Employer within 7 days, failing which he shall have to pay interest @ 12% per annum till the said extra amount is paid back by him. In addition to above, if contractor claims more on-account payment than due, second time, the facility of making 80% on-account payment within 7 days shall be withdrawn.

15.4.2 Non-recording of measurements

The Engineer reserves the right not to record the measurements, and/or not to entertain an on-account bill, when the work done during the period is less than 25% of the work to be executed for the period as per agreed programme

15.4.3 On-Account Payment without prejudice

'On account' payments made in respect of work; done or Materials delivered by the Contractor, shall be without prejudice to the final accounts, (except where measurements are specifically noted in the measurement book as "final measurements" and have as such been signed by the Contractor), and shall not be considered by itself to be evidence of any facts, stated in or to be inferred from such payments or of any work done or Materials supplied, or of the manner of its execution.

15.5 Final Measurements And Payments.

- (i) Soon after the issue of the Completion Certificate, as per **Clause 17.1 and 17.2** the Engineer shall have the final measurements taken, recorded and signed, as in the case of interim measurements referred to in **Clause 15.2**. A joint account of any plant, equipment and Materials issued by the Employer to the Contractor, shall also be prepared and signed jointly.

- (ii) Based on above, the Contractor shall submit a draft Final Bill with supporting documentation at the earliest but not later than 60 days from the issue of the Completion Certificate.
- (iii) The Engineer shall check the bill within 60 days of its receipt and return the bill to the Contractor for correction if any. Employer shall pay 75% of the undisputed amount of the bill to the Contractor at the stage of returning the bill.
- (iv) The Contractor shall resubmit the bill with corrections within 30 days of the return together with a written discharge in form of “No Claim Certificate” (Annexure VI of these conditions) representing full or final settlement of all money due to the Contractor under or in connection with the Contract or a list of total unsettled claims in accordance with **Clause 16.1**.

The Employer, shall, on receipt of the Certificate, arrange to make payment, subject always to any deductions under these presents, due to the Contractor, within a period of further 30 days failing and after which the Employer shall be liable to pay interest at 10% per annum which shall be compounded every 3 months. Provided always, that, no interest shall be payable on any amount disallowed or withheld under Clause 15.10 and 16.2 or disputed by the Engineer or the Employer in any case.

The Engineer for his pure convenience retains the right to instruct the Contractor to furnish the details of both on account and final bill in soft form as well.

15.6 Round Off

In every payment to the Contractor, sums of less than fifty paise shall be omitted and sums of fifty paise and more up to one rupee shall be reckoned as one rupee.

15.7 Payment By Cheque/E-Payment.

All payments to the Contractor will be made by cheque or through “E-Payment” as decided by the Employer.

15.8 Tax Deduction at Source.

Tax deductions will be made at source as per statutory requirement from every payment made to the Contractor at rates notified from time to time.

15.9 Production of Vouchers

- I. The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer’s decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.
- II. If any part or item of the work is allowed to be carried out by a sub-Contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine

and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.

15.10 Withholding Any Lien For Sums Claimed.

- i. The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under the Contract, and / or over the deposit of Performance Guarantee/Security deposit or any other amount or amounts made under the Contract and which may become payable to the Contractor.
- ii. And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under these presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.

15.11 Signature on Receipts For Payments.

Every receipt of payment to Contractor including refund of the Performance Security shall be signed by the person authorized to do so on his behalf. In the event of death of any of the Contractor's partners in case the Contractor is a partnership firm, during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of any Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs/representatives of any deceased Contractor/partner interse.

15.12 Post Payment Audit.

It is an agreed term of the Contract, that the Employer reserves to himself the right to carry out a post payment audit and /or technical examination of the Works, and the Final bill including all supporting vouchers, abstracts, etc, and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by the Contractor, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the Contractor. Such payments or recoveries, however, shall not carry any interest.

16 CLAIMS & LIENS IN RESPECT OF CLAIMS IN OTHER CONTRACTS.

16.1 Claims

The Contractor shall send to the Engineer's Representative once in every three months an account giving particulars, along with full details and justification, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding three

months. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars.

16.2 Lien in Respect of Claims in Other Contracts.

Any money due to the Contractor either alone or jointly with others, including the Performance Guarantee/Security deposit amount returnable to him, may be withheld or retained by exercise of lien by the Employer, against any claim of the Employer in respect of payment of a sum of money arising out of or under any Contract other than the present Contract made by the Contractor, alone or jointly with the Employer. It is an agreed term of Contract that the sums of money so withheld or retained under this clause by the Employer, shall be kept withheld or retained till the claims arising out of or under the other Contract, are either mutually settled or determined by the Arbitrator, or by the competent Court, as the case may be and the Contractor will have no claims of interest or damage in this regard whatsoever.

17. COMPLETION AND MAINTENANCE CERTIFICATE

17.1 Completion and Completion Certificate

After completion of the Work the Contractor shall serve a written notice of such completion, (whether of the whole of the Works or any part of the work for which a separate date of completion is stipulated in the Contract) to the Engineer. The Engineer or Engineer's representative within 30 days of the receipt of this notice shall conduct a complete joint survey of the Works (including carrying out any Tests as prescribed in the Contract) and prepare a Defects List jointly with the Contractor. The defects pointed by the Engineer or Engineer's representative shall be rectified by the Contractor within 30 days and there after acceptance report be signed jointly by the Contractor and Employer or Engineer on his behalf. This report shall be treated as "Completion Certificate".

17.2 Completion Certificate not to Absolve.

The Contract requires defects free Completion and completion certificate issued as per Completion Certificate Sub-Clause 17.1 above, shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the Defects Liability Period specified in the Contract, arising in the opinion of the Engineer from any design for which the Contractor is responsible or any Materials or workmanship being not in accordance with Drawings or Specifications or instructions of the Engineer. These defects shall be rectified by the Contractor at his own cost and if he fails to do so, the Engineer may employ labour, plant and machinery and Materials or appoint another agency or Contractor, to amend and make good such defects, imperfections, shrinkages and faults all costs for the same, and, shall be borne by the Contractor and shall be recoverable from any moneys due to him under this or any other contract.

17.3 Maintenance Certificate.

17.3.1 Definition of 'Defects Liability Period'.

In the Contract, the expression "Defects Liability Period", shall mean the Defects Liability Period named in the Special Conditions of Contract, calculated from the date of completion of the Works, as certified by the Engineer in accordance with **Clause 17.1 and 17.2.**

17.3.2 Maintenance Certificate

The Contract shall not be considered as completed, until a Maintenance Certificate shall have been signed by the Engineer at the end of Defects Liability Period stating that the Works have been completed and maintained to his satisfaction.

17.3.3 Final Approval by Maintenance Certificate.

No certificate other than 'Maintenance Certificate' referred to in **Sub-clause 17.3.2** of these conditions, shall be deemed to constitute final Approval by Engineer of discharge of Contractor's obligations under the Contract.

17.4 Cessation of Employer's Liability.

The Employer shall not be liable to the Contractor for any matter, arising out of or in connection with the Contractor, or the execution of the Works, unless the Contractor shall have made a claim in writing in respect thereof within 60 days from the date of completion of the Works.

17.5 Unfulfilled obligations.

Notwithstanding the issue of Maintenance Certificate, the Contractor and the Employer, shall remain liable for the fulfillment of any obligation incurred under the provision of the Contract, prior to the issue of the Maintenance Certificate, which remain unperformed at the time such certificate is issued, and for the purpose of determination of the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

18 RISK & RESPONSIBILITY.

18.1 Contractor's Care of Work.

- i. The Contractor shall take full responsibility for the care of Works from the commencement of the Works until the date stated in the Completion Certificate for the whole of the Works is issued pursuant to **Clause 17.1 and 17.2**.
- ii. The Contractor shall not demolish, remove or alter structures or other facilities on the Site without prior Approval of the Engineer.
- iii. If the Engineer shall issue a Completion Certificate in respect of any part of the Permanent Works for which a separate date of completion is stipulated as provided for in **Sub Clause 17.2**, the Contractor shall cease to be liable for the care of that part of the Permanent Works from the date stated in the Completion Certificate in respect of that part for which responsibility to take care will shift to Employer.
- iv. Provided further that the Contractor shall take full responsibility for the care of any outstanding work, which he shall have undertaken to finish during the Defects Liability Period. If any loss or damage happens to Works during the period for any cause while the Contractor shall be responsible for the care thereof, the Contractor shall rectify the loss or damage at Contractor's risk and cost so that the Works conform with the Contract.
- v. In the event of any such damage, loss or injury happening from any of "**Force Majeure**" for the portion of work already measured, the Contractor if and to the extent required by the Engineer shall undertake the repair and make good the defect at the cost of the Employer.
- vi. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding work or complying.

18.2 Urgent Repairs.

If, by reason of any accident, or failure, or other event occurring to or in connection with the Works, or any part thereof or proximity thereof, either during the execution of the Works, or during the Defects Liability Period, any remedial or other work or repair shall, in the opinion of the Engineer or the Engineer's Representative, be urgently necessary and the Contractor is unable or unwilling to do such work or repair or other work at once, the Engineer may authorize the carrying out of such repair or other work by a person other than the Contractor. If the work or repair so got done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all expenses incurred by the Employer in carrying out the same shall be recovered by the Employer from the Contractor.

18.3 Damage To Employer's Property, Private Property And Life.

The Contractor shall be responsible for all risks to the Works and for trespass and shall make good, at his own expense, all loss or damage to the Works themselves or to any other property of the Employer or the lives, persons and property of others from whatsoever cause in connection with Works until they are taken over by the Employer; in case the Employer is called upon to make good any such costs, loss or damages, or to pay compensation (including that payable under the provisions of Workmen's Compensation Act or any statutory amendments thereof or under any other law of land applicable to contract) to any person or persons sustaining damage as aforesaid by reason of any act, omission or negligence on the part of the Contractor the amount of any costs or charges (including costs and charges in connection with legal proceedings), which the Employer may incur in reference thereto, shall be charged to the Contractor. This will include any payment made by the Employer for any legal proceedings.

18.4 Indemnity By Contractor:

18.4.1 Indemnity Against All Actions of Contractor:

The Contractor shall hold and save harmless and indemnify the Employer, from and against all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Employer, by reason of any act or omissions of the Contractor, his Representative or his employees, in the execution of the Works or in the guarding of the same. All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

18.4.2 Indemnity Against All Claims of Patent Rights And Royalties.

The Contractor shall defend, indemnify and save harmless the Employer from and against all claims and proceedings for or on account of infringements of any patent rights, design, trademark name or copyright or other protected rights in respect of any construction equipment, Plants, Materials, goods or design (submitted by the Contractor pursuant to his obligations under the Contract) used for or in connection with or for incorporation in the Works and from or against all loss, expense, costs or damages whatsoever in respect of such claims or proceedings or in relation thereto, except here such infringement results from compliance with the design or Specifications provided by the Engineer.

18.5 Indemnity By Employer.

The Employer shall indemnify and hold harmless the Contractor against all claims, damages, losses, and expenses in respect of:

- a. Bodily injuries or damages to persons which is attributable to any negligence, willful act or breach of the Contract by the Employer.
- b. Where the injury is contributed partially by the other Contractor, the proportion of the liability to be borne by each party will be decided by the Engineer.

19 FORCE MAJEURE

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules , regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of such an event as given by either party to the other within 21 days of the occurrence thereof.

- a. Neither party shall be reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b. The obligation under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
- d. Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.
- e. If the Contract is terminated under this Clause, the Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its measurement.

20. SETTLEMENT OF DISPUTES AND ARBITRATION.

20.1 Dispute TO Be Referred To And Settled By Engineer At The First Place.

Should any dispute or difference of any kind whatsoever arise between the Employer and the Contractor, touching, 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 and whether before or after termination, abandonment or breach of Contract, it shall, in the first place, subject to the provisions under Sub-clause 17.4 be referred to and settled by the Engineer, who shall, within a period of sixty days after being requested in writing by either party to do so, give written notice of his decision to the Employer and the Contractor. The Engineer while considering the matters of dispute referred to him, shall be competent to call for any records, vouchers, information and enforce the attendance of the parties either in person or through authorized

representatives, to sort out or clarify any issue, resolve the differences and to assist him to decide the matters referred to him. Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be given by the Engineer and parties shall proceed with the execution of works with all due diligence irrespective of whether any of the parties goes in or desires to go in for arbitration. If no intimation of reference of any claim to arbitration has been sent to him by either the Employer or the Contractor within a period of sixty days from receipt of such notice, the said decision of the Engineer shall remain final and binding upon the Employer and the Contractor and the same shall be deemed to have accepted by them. The Employer or the Contractor shall not seek any arbitration thereafter.

20.2 Referring Of Dispute For Arbitration

If the Engineer shall fail to give notice of his decision, as aforesaid, within a period of sixty days after being requested or if either the Employer or the Contractor be dissatisfied with any such decision of the Engineer, then the matter in dispute shall be referred to arbitration as herein provided.

20.3 Dispute Due For Arbitration

Disputes or differences shall be due for arbitration only if all the conditions in Sub-clauses 20.1 and 20.2 are fulfilled.

20.4 Settlement of Disputes

The demand for arbitration shall specify the matters, which are in question, or subject of the dispute/s or difference/s as also the amount of claim item wise. Only such dispute/s or difference/s in respect of which the demand has been made by the party/parties shall be referred to arbitration and other matters if any shall not be included in the reference.

20.5 Nomination of Arbitrators/Sole Arbitrator.

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs 5 million and to a panel of three Arbitrators if total value of claims is more than Rs 5 million. The Employer shall provide a panel of three arbitrators which may also include DFCC officers for claims upto Rs 5 million and a panel of five Arbitrators which may also include DFCC officers for claims of more than Rs 5 million. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision.

No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings

shall be held in Delhi only. The language of proceedings that of documents and communication shall be English.

This is a condition of contract agreement /Arbitration that Arbitrators so nominated shall be professional Engineers/s. In case of 3 Arbitrators, one of the arbitrators shall be an accounts officer.

This is also a condition of contract that in case above procedure for nomination of arbitrator/s cannot be adopted due to whatsoever reason may be, then it will be deemed that no arbitration clause exist in contract agreement and normal law of land shall prevail to settle the disputes.

20.6 No Suspension of Work.

The reference to arbitration shall proceed notwithstanding that works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer and the contractor shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

20.7 Award To Be Binding On All Parties.

The award of the sole arbitrator or a bench of three arbitrators shall be binding on all parties.

20.8 Rules Governing The Arbitration Proceedings.

The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

20.9 Limitation of Time.

No dispute or difference shall be referred to Arbitration after expiry of 60 days from the date of decision by the Engineer, if notified, or from the date when the Engineer ought to have given his decision in terms of provisions under Sub-clause 20.1 in case of failure on the part of the Engineer to give notice of decision.

20.10 Interest on Awarded Amount

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

20.11. Fee to Arbitrator/s

The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include the fees of the Arbitrator(s) as per the rates fixed by the DFCC from time to time.

21 NOTICES

21.1 Notices to Contractor

- i. All notices to the Contractor shall be served by post or telex or telefax or by hand to the Contractor or his authorized representatives
- ii. The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred to in **Clause 4.4**.

21.2 Notice to Employer and Engineer

All notices to the Employer or Engineer shall be served by post or telex or telefax, or by delivering by hand to the address nominated for the purpose.

21.3 Change of Address

Parties to the Contract may change the nominated address with a notice to all concerned failing which all correspondence made on given address will be deemed to have been duly received by the concerned parties.

21.4 Change in Constitution of Firm

The Contractor shall forth with notify the Employer of any change in constitution of the firm. It is agreed terms & conditions of contract that no such change will be made effective unless specifically approved by the Employer failing which contract is liable to be terminated under clause 11.4 of GCC. .

SECTION-VI

SCHEDULE OF ITEMS, RATES & QUANTITIES

Name of Work : “Fire clearance, Fire protection and Smoke extraction related works in DFCCIL corporate office at Pragati Maidan Metro Station Building Complex, New Delhi.”

SCHEDULE- 1

SL. NO.	ITEMS	UNIT	QTY	RATE	AMOUNT
1	<p>Dismantling & Demolishing The work of demolishing cutting down, dismantling, etc, includes propping wherever required, removing the serviceable material anywhere required within the city as direct stacking the same suitably or as detailed in individual items & carrying away all unserviceable materials and debris from site. The amount should include cost for carrying out any other unforeseen items required for the proper execution of the work. The contractor will have to put up a proper and sufficient hoarding, screen & fence during the time as may be necessary for the safety and convenience of the inmates of the existing building and maintain the same in the good condition during demolition and where necessary cause such hoarding or fence to be well lighted during the night.</p>	LS	1	200000	200000
2	<p>REMOVING & REFIXING OF CEILING FIXTURES Disconnecting & Reinstallation, testing & commissioning of all ceiling fixtures i.e. speakers, smoke detectors, light fixtures, sprinklers, Rls A/C Grills, Diffusers etc. All ceiling fixtures which are required for completion of work as per the instruction of Engineer in charge.</p>	EACH	160	500	80000
3	<p>FIRE TREATMENT ON EXISTING WOODEN PARTITION Providing and upgrading non fire rated Existing partitions, comprising of MDF and laminate with timber frame, into 120 minutes fire rated in accordance with criteria of BS476: Part-22:1987 and AS1530: Part 4: 2005. Marking the location of internal timber stud on the surface of existing partition on either side. Upgrading the timber stud by screwing 50 mm x 30mm of strips of softwood/hardwood on either side over the marked space of existing internal stud. Screwing the single layer of Promatect-H, 9 mm thick matrix engineered mineral board of equivalent on either side of upgraded frame with M4 tapping screw, 300 mm center to center. The space between the Promatect – H Boards is filled with 2 layers of 38 mm x 80 kg per m³ density of mineral wool. All the joints are filled with fire rated promaseal acrylic sealant or equivalent as per the instruction of Engineer in charge.</p>	SQM	500	7950	3975000
4	<p>FIRE TREATMENT ON EXISTING 115MM BRICKWALL FROM 60 TO 120 MINUTES CONCRETE UPGRADATION</p>	SQM	150	5000	750000

	Providing & fixing of 120 min integrity & insulation in accordance with the criteria of BS-476: part 21 & BS 476 part 22 : 1987 & AS 1530 part 4: 2005 for load bearing & non load bearing brick/concrete walls. A single layer of PROMATECT-H, 12mm MATRIX Engineered mineral Board of equivalent are fixed directly to concrete/brick wall, having 10 to 12 mm thick gypsum plaster on either side with M6 anchor bolts at 500mm centres, ensuring minimum 25mm penetration into concrete/brick wall or incase of irregular surface first fix to top hat section steel battens with M4 self tapping screws at Nominal 200mm centres. Steel battens fixed to concrete/brick wall with M6 anchor bolts at nominal 500mm centres, allowing 25mm penetration into the brick wall. All the joints are filled with fire rated promaseal acrylic sealent or equivalent as per the instruction of Engineer in charge.				
5	2HR FIRE RATED STEEL STUD PARTITION HAVING 2HR FIRE RATED INTEGRITY OF 5 MM THICK VISION PANNEL OF FIRELITE OR EQUIVALENT GLASS Providing and fixing of 120 minutes fire rated 5 mm thick vision panel of "FIRELITE" Glass or equivalent 1200x1200 mm shall be fixed in the center at eye level separated with 610 mm fixed partition in between the next panel of glass. All the joints are filled with Promaseal acrylic sealent as per the instruction of Engineer in charge.	SQM	12	47245	566940
6	NEW FIRE RATED PARTITION FOR 2 HR RATED Providing and Fixing of 120 minutes fire rated partition from fire attack from either side, non load bearing, integrity & insulation in accordance with criteria of BS : 476 :part 21 &22 :1987 using 9mm thick Promina- 60 matrix engineered mineral Board or equivalent screwed with m4 self- tapping screws on both the sides of G.I framing having stud sizes 50mmx 35mm x 0.6 mm thick and G.I Perimeter Channels of size 50mmx 35mm x 0.6mm thick. The channels are fastened with 40mm x m6, Rust Proof Quality Anchor Fastener with the adjacent equivalent fire wall/slab. The cavity in between the boards is filled with 75mm x 96kg/m ³ density Rockwool. All the joints are filled with Promaseal acrylic sealent or equivalent.	SQM	75	7245	543375
7	GYPSUM FALSE CEILING Providing and fixing at all height false ceiling including providing and fixing of frame work made of special sections power pressed from G.I. sheet and galvanized in accordance with zinc coating of grade 250 as per IS :277 and consisting of angle cleats of size 25mm wide x 1.6mm thick with flanges of 22mm and 37mm at 1200mm centre to centre of flanges fixed to the ceiling with dash fastener 12.5mm dia x 40mm long with 6mm dia bolts to the angle hanger being fixed with nut and bolts to G.I. channels 45mm x 15mm x 0.9mm running at the rate of 1200mm centre to centre to which the ceiling section 0.5mm thick batten wedge of 80mm with tapered flanges of 26mm each having clips of 10.5mm at 450mm centre to centre shall be fixed in the direction perpendicular to G.I. channel with connecting clips made out of 2.6 mm dia x 230mm long G.I. wire at every junction including fixing the gypsum board with ceiling section and perimeter channels 0.5mm thick 27mm high	SQM	250	850	212500

	having flanges of 20mm and 30mm long. The perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450mm centre to centre with 25mm long drive-all screws@ 230mm interval including jointing and fixing to a flash finished of tapered and square edges of the board with recommended filler, jointing tapes, finisher and also including the cost of making openings for light fitting, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed all complete as per direction of Engineer in charge, 12.5 mm thick tapered edge gypsum board.				
8	MINERAL FIBER FALSE CEILING P&F in true horizontal level false ceiling grid of xl 24mm system manufactured by M/s Armstrorng/aerostone/gypstone. or equivalent using hot dipped galvanized steel section, exposed surface chemically cleaned capping prefinished in baked polyestpaint wall angle of size 3000x19x19mm used in the periphery of the ceiling fixed to the wall partition /R.C. Column/band walls with the help of screws at 600mm c/c. main runner of sized 3000x24x32mm suspended at a 1200 mm c/c by using 2mm dia. G.I. wire hanger securely fixed to the structural soffit of RC slab by using 6mm anchor fastener at every 1200mm (max) & 1200mm long cross tee of size 24x27 mm to be interlocked between in main runner at 600 mm c/c (max) to form a grid of 1200x600mm. 600mm long cross tee of size 24x27mm fixed in between 1200mm long cross tee for forming a grid of 600x600mm. Finally laying ARMSTRONG/aerostone/gypstone 15mm thick classic lite butt edge mineral fibre acoustic ceiling tiles manufactured by ARMSTRONG /aerostone/gypstone or equivalent having of 60 minutes as per BS 476 part 23 of 1987.	SQM	30	1200	36000
9	Plastic Paint as per existing make, shade and specifications	SQM	300	200	60000
10	Laminate 1 mm thick as per existing make, shade and specifications	SQM	450	700	315000
11	Laminate + MDF Providing & fixing to straight curved partition 1mm thick laminate of approved color and design over full height / low heights partition/wall paneling doors. The cost includes making grooves and edging providing & fixing to straight curved partition 12 mm thick exterior grade. MDF board/ply with fully threaded parallel shank screws at 300mm c/c of the frame work with joints staggered on either sides of the partitions to avoid through joints over full height / low height partition /wall paneling and doors.	SQM	110	1550	170500
12	FIRE CHECK DOORS: Two Hour wooden Door 55mm thick wooden Fire Proof Door of 120 minutes Fire rating Providing and fixing of fully insulated 2hours wooden fire door comprising of 100mm x 30mm hardwood internal timber frame work, with infill of 96kg/m ³ . 30mm thick ceramic fibre blankets, coated with	SQM	120	10091	1210920

	Promaseal coating on both sides for insulation. The coated insulation shall be sandwiched between 9mm thick, Promina Mineral Matrix calcium silicate of equivalent on both sides (edge to edge on Internal Hardwood frame) and clad with 3mm ply on both sides, with 55mmx 10mm teak beading. 2nos. 10x4mm Promaseal fire & smoke intumescent seal on the shutter. The Mineral Matrix calcium silicate board shall have density of 950kg/m ³ , the expansion under water at 100% Saturation (max) of 0.39mm/m, a nominal Moisture content (air dried) within 4.10%. The board shall be resistant to vermin, mould growth, minor impact, abrasion and short term water attack and shall be off-white in colour with a smooth surface suitable to receive most forms of decoration. The Thermal Conductivity shall be 0.210 W/mk at 20°C and an Alkalinity of ph 9. The construction shall be as per BS 476 part 22, tested at CBRI, India.				
13	Frame: 150 x 75mm Hardwood frame duly embedded with promaseal intumscent Smoke Strip or equivalent as per the instruction of Engineer in charge.	RMT	310	1480	458800
14	Fire rated door locks (Dorma)	EACH	45	4709	211905
15	Fire rated glass vision panel wired (200x200mm)	EACH	56	1614	90384
16	Fire rated Door closers (Droma)	EACH	55	5382	296010
17	SS door handles	EACH	126	1200	151200
18	SS tower bolts	EACH	8	336	2688
19	SS hinges	EACH	220	269	59180
20	Installation cost	EACH	55	2702	148610
21	ALLUMINIUM WINDOWS				
(a)	Out side openable windows				
	Providing and fixing of outer openable glazing window made up of approved color Aluminium Z-section, beading with 5 mm toughened glass including all hardware, labor, scaffolding etc. or as per the instruction of Engineer in charge.	SQM	65	8000	520000
(b)	Inside openable windows				
	Providing and fixing of inside openable glazing window made up of approved color Aluminium 45mm x 45mm section, beading with 5 mm toughened glass including all hardware, labour etc. or as per the instruction of Engineer in charge.	SQM	210	7000	1470000
	FIRE SIGNAGES				
22	Supply and fixing of Self Powered GLOWING RED COLOUR "FIRE EXIT" sign on walls / hanged from ceiling with NI-Cd battery, constant current charger, indicator complete with character not less than 125mm high and 80mm wide complete including providing wired PROLITE MAKE PEL LED E/M/S	EACH	16	5040	80640

23	Supply and fixing of self Powered GLOWING RED COLOUR "DO NOT USE LIFT IN CASE OF FIRE" sign on walls / hanged from ceiling with NI-Cd battery, constant current charger, indicator complete with character not less than 125mm high and 80mm wide complete inc PROLITE MAKE PEL LED E/M/S	EACH	4	2400	9600
24	Supply and fixing of self Powered GLOWING RED COLOUR "STAIRS EXIT" sign on walls / hanged from ceiling with NI-Cd battery constant current charger, indicator complete with character not less than 125 mm high and 80mm wide complete PROLITE MAKE PEL LED E/M/S	EACH	6	2400	14400
25	Supply and fixing of self Powered GLOWING RED COLOUR "FIRE EXTINGUISHERS" sign on walls / hanged from ceiling with NI-Cd battery, constant current charger, indicator complete with character not less than 125mm high and 80mm wide complete including provid PROLITE MAKE PEL LED E/M/S	EACH	16	2400	38400
26	Providing for all necessary Electrical points wherever required including data, electrical wiring, points, fixtures etc. for successful commissioning of fire prevention services. as per the instruction of Engineer in charge	LOT	1	600000	600000
Total of Schedule-1					12272052

Schedule-2

Air Conditioning Works					
NOTE: ALL THE MENTIONED WORK IS FOR THE PURPOSE OF FIRE SAFETY AND ALL SPECIFICATIONS EXECUTED SHALL HAVE TO CONFORM TO THE STANDARDS OF NATIONAL BUILDING CODE					
1	Supply, Installation, Testing & Commissioning of Heavy Duty Centrifugal Blower of Kruger make or equivalent made out of MS sheet. Class I construction non-overloading type with backward curve blade belf drive arrangement duly statically and dynamically balanced of capacity.				
a	20000 cfm – DIDW	NOS	2	225000	450000
b	15000 cfm – DIDW	NOS	2	180000	360000
c	20000 cfm – SISW	NOS	4	295000	1180000
d	15000 cfm – SISW	NOS	4	268000	1072000
2	Supply, Installation, Testing & Commissioning of Axial Flow fan of Airflow make or equivalent made out of MS casing, having cast Aluminium Alloy impeller with high efficiency aerofoil secting blade directly driven by TEFC sq. cage induction motor suitable for 3-phase AC supply.				
a	10000 cfm static pressure 20, 1440 rpm, 3 HP motor of ABB make or equivalent	NOS	12	58500	702000
3	Scaffolding at different locations				

a	24 Gauge	SQM	R/O	750	
B	22 Gauge	SQM	750	1150	862500
4	Providing & fixing of nitrile rubber insulation on the smoke ducts installed above the false ceiling				
a	9 mm thick	SQM	450	390	175500
5	Supply & installation of extruded aluminium return air grille	SQM	10	6000	60000
6	Providing & fixing of GI louvers with bird screen	SQM	40	6000	240000
7	Supply, Installation, Testing & Commissioning of Fire Damper	SQM	40	9600	384000
8	Supply, Installation, Testing & commissioning of Spring Return Actuator with controls	NOS	40	12500	500000
9	Providing, fixing and termination of PVC sheathed Power cables with aluminium conductor conforming to IS: 1554 for various equipments through walls/ceiling with appropriate clamps & fixing arrangements				
a	3 c x 4 sqmm	RMT	1500	225	337500
b	3 c x 6 sqmm	RMT	1000	280	280000
c	3 c x 16 sqmm	RMT	800	395	316000
d	G.I. earth wire – 8 SWG	RMT	1000	14	14000
10	Providing, fixing and termination of PVC sheathed controls cables with copper conductor for integration with smoke panel and various equipments				
a	6 c x 1.5 sqmm	RMT	600	375	225000
b	4 c x 1.5 sqmm	RMT	600	310	186000
11	Supply & installation of G.I. perforated Cable Trays with necessary fixing arrangements				
a	300 mm	RMT	200	450	90000
b	150 mm	RMT	150	350	52500
12	MCC Panel for above equipment	NO	1	925000	925000
	ELECTRICAL & STARTER PANELS				
	Supply, Installation, Testing and Commissioning of the following cubical type panels made out of 16 gauge CRCA structure, base channel, complete with, moulded case circuit breakers, meters, indicating lamps, current transformer etc. Complete in all respects, insulated bus bars with heat shrinkable PVC sleeve in suitable bus chambers, interconnection, small wiring, name plate, danger plate, earth bus etc. & comprising of compartments with hinged door for each feeder & its accessories, cable alley with hinged doors, bus chamber with bolted door etc. The panel being of dust & vermin proof construction with rubber gasket attractively powder coating etc. The panel shall be free standing type / wall mounted type as per relevant drawing and comprising with the following:				

	Notes :				
	1. All MCCBs shall be with operating handle.				
	2. CTs burden shall be 15VA & accuracy class 1.0				
	3. CTs shall be cast resin type.				
	4. All MCCBs shall be with thermal magnetic release.				
	5. All indication lights shall be LED type.				
	6. All meter shall be digital type.				
	7. The outgoing starter feeders for pumps, AHUS & ventilation fans shall be provided with push buttons & indicating lamps for status indication.				
	8. Proper isolation switches to be provided near air handling units and ventilation fans in weather proof enclosure.				
	9. Bimetal overload relay for all the starters shall have built-in single phasing prevention feature.				
13	Integration of existing A/C to Fire Control Panel	LOT	1	75000	75000
14	Civil Works:				
a	Breaking of floors, openings and making of foundations, house for equipment with asbestos roof etc.	LOT	1	2500000	2500000
	Total of Schedule-2				10987000

Total of Schedule-1 = Rs 1,22,72,052
Total of schedule-2 = Rs 1,09,87,000
Total of Schedule-I & schedule-2 = Rs 2,32,59,052
(Two Crore Thirty Two Lakh Fifty Nine Thousands Fifty Two Rupees Only)

For Schedule-1: The rates will be _____ (In Figure) _____
(In words) % (percentage) above/ below/ at par the estimated cost . (To be filled by the Bidder/ Tenderer)

For Schedule-2: The rates will be _____ (In Figure) _____
(In words) % (percentage) above/ below/ at par the estimated cost . (To be filled by the Bidder/ Tenderer)

NOTES:

1. Bidders should quote %age above/below/at par both in words and figures.
2. In case of cutting/overwriting, the rates in words shall be taken as final.
3. All cuttings and over writings should be signed by the bidders.
4. Any drawing required to be seen by the Bidder can be seen in office hours in the office of Dy. CPM/ DFCCIL at A-102, Star House, Sector-4, Noida.
5. The payment shall be done as per the above schedule based on actual quantum of work done as certified by engineer in charge.
6. The bidder quoting the rates for individual items will be disqualified.

7. **10% payment of the Gross value of the contract** shall be released only after submission of the NOC (No objection certificate) from The Fire Department by the Contractor.

Signature of tenderer

ANNEXURE- I

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

SNo	Name and Place of Work	Authority/Agency/Company for which work was carried out	Date of award & agreement no
1	2	3	4

Date of Completion(original/actual)	Agreement cost/Completion cost	Scope of work in brief	SNo at which relevant certificate/documents are attached
5	6	7	8

Note: The relevant documents & certificates from clients must be enclosed.

ANNEXURE- II

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

SNo	Financial Year	Total Turnover
1	2008-09	
2	2009-10	
3	2010-11	
4	2011-12	
	Total	

- For 2008-09, 2009-10 & 2010-11 copies of the audited balance sheets may please be attached.
- For 2011-12, unaudited results of turnover of company upto date may be submitted under the certification of CA.

CONSTITUTION OF THE FIRM/ COMPANY

2. Full name of contractor's firm and year of establishment:
3. Registered Head Office address:
4. Branch offices in India

Address on which correspondence regarding this tender should be done.

5. Constitution of firm (give full details including name of partners/ executives/ Power of Attorney/ Holders etc.
6. Particulars of registrations with Government

ANNEXURE-IV

FORM OF PERFORMANCE SECURITY

(BANK GUARANTEE)

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

From:

.....

Name and address of bank

.....

To:

The Managing Director
Dedicated Freight Corridor Corporation of India Ltd.
5th Floor Pragati Maidan Metro Station Building Complex
New Delhi- 110001

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

AND

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

AND

Whereas.....(Name of the bank).....with is branch at(address).....having our Head Office at.....(address including name of country).....hereinafter called " the Bank" acting through..... have, at request of the Contractor, agreed to give the guarantee as hereinafter contained:

KNOW ALL MEN by these presents that we the undersigned.....Names of authorized representatives of the Bank).....being fully authorized to sign and incur obligations for and on behalf of (full name of the Bank).....that the said Bank will guarantee the Dedicated Freight Corridor Corporation of India Ltd. the full amount in the sum of Rs.....(amount in words)..... As stated above.

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

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

The Guarantee hereinbefore shall not be affected by any change in the constitution of our Bank or in the constitution of the Contractor.

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

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

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

Date..... Signature of Authorised person of bank
 Place.....
 (Name in Block letters)
 (Designation)
 (Address.....)

Witness:1. Signature Bank's Seal
 Name & Address & Seal Authorisation

2. Signature Name & Address & Seal

FORM OF AGREEMENT

TO BE EXECUTED ON A RS.100/- NON-JUDICIAL STAMP PAPER

Name of the work:

This Agreement is made on the ---- day of ----- 2007 between DFCC hereinafter called “the Employer” of the one part and M/s-----

hereinafter called “the contractor” of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter

referred to. The following documents shall be deemed to form and be read and construed as

part of this Agreement viz. a. TENDER NO:

comprising of Notice Inviting Tender, Instructions

to Tenderers, Scope of work, Technical specifications, Special Conditions of Contract and Bill of Quantities.

b. Your offer through your letter No. -----

c. Our Letter of acceptance No.:-----

In consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to

execute and complete the works by ----- and remedy any defects therein in conformity in all respects with the provisions of the contract. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the

Contract price of Rs. ----- being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

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

For and on behalf of the
Contractor

For and on behalf of the
Employer

Name of the official
Stamp/Seal of the
contractor

Name of the official
Stamp/Seal of the
Employer

In the presence of

In the presence of

Witness

Witness

Name

Name

Address

Address

No Claim Certificate

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

2. The work has been completed and jointly measured and full payment has been made to me/us in terms of the measurement so recorded and in accordance with provisions of work order/agreement.

3. I/We have no other claim against M/s DFCC

4. I/We have made payments to the labourers & sub contractors strictly as per labour laws and other rules/laws of land in force. M/s DFCC shall be responsible for any dispute arisen between me/us with labourers & sub contractors later on.

5. I/We hereby undertake and reiterate that I/We have given this No Claim Certificate with free consent and without any corrosion as such M/s DFCC stands relieved from all contractual obligations for above noted work order/agreement.

Thanking you,

Yours Faithfully,

Name of the Contractor

With date to be signed

Witness:- 1. Name

Full address with date

2. Name

Full address with date

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

(END OF DOCUMENTS)