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**Dedicated Freight Corridor Corporation of India Ltd
(A Government of India Enterprise)**

**Tender No. HQ/GGM/S&T/WC/3rd floor Conf. Room AV
(Participation through e-tender only)**

TENDER DOCUMENT

Visit: www.tenderwizard.com/DFCCIL
(Tenderwizard helpdesk: 011- 49424365, 9599653865)

Name of Work:

**Supply, Installation, Testing and Commissioning of Audio-
Visual facilities for 3rd floor Conference Room of DFCCIL
Corporate office New Delhi.**

02.08.2016

Corporate Office

**Dedicated Freight Corridor Corporation of India Limited
4th floor Pragati Maidan Metro Station Complex
New Delhi-110001
Phone: +91-11-23454700; Fax: +91-11-23454701**

TABLE OF CONTENTS

S.NO.	SECTION	DESCRIPTION	PAGE No.
1	Section 1	NOTICE INVITING TENDER	4
2	Section 2	FORMAT FOR SUBMISSION OF TENDER OFFER	6
3	Section 3	INSTRUCTIONS TO TENDERERS	7-25
4	Section 4	GENERAL CONDITIONS OF CONTRACT	26-60
5	Section 5	SPECIAL CONDITIONS OF CONTRACT	61-67
6	Section 6	TECHNICAL SPECIFICATION	68-76
7	Section 7	SCHEDULE OF RATE AND QUANTITIES	77-78

CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS ONLINE.	
1	'Cost of Tender form' document. (Rs.3,150)
2	'Earnest Money' Document. (Rs. 40,500)
3	Documents in support of Eligibility Criteria.
4	The Covering Letter as per format given in the Section 2.
5	The digitally signed tender document.
6	Corrigendum(s), if any.
7	Certified Copy of Registration of Firm/Company, Partnership deed/Memorandum and Articles of Association of the firm, as applicable.
8	Power of attorney of the person signing the tender document or photocopy duly attested by Notary Public as per clause 3.10.
9	Technical specifications of the offered equipment if make/model is not the same as mentioned in Technical Specification.
10	Bank Details (NEFT/RTGS), PAN, TAN, etc.
11	Any other document as per letter of Transmittal (section 3).
12	Filled up Financial offer ('financial_offer.xls') to be uploaded in e-tender portal i.e, www.tenderwizard.com/DFCCIL

Note:

- (i) Sr.No.1-11, the original documents should be scanned and uploaded in 'Document Library' & attached in particular tender.
- (ii) Sr.No.12, only the downloaded 'financial_offer.xls' file should be uploaded after filling and saving. Do not upload scanned copy of 'financial_offer.xls' in 'Document Library'.

SECTION - 1
NOTICE INVITING TENDER

Sub: Supply, Installation, Testing and Commissioning of Audio-Visual facilities for 3rd floor Conference Room of DFCCIL Corporate office New Delhi.

E tender are invited from reputed, experienced and financially sound Companies/Firms/Agencies for execution of the work at Dedicated Freight Corridor Corporation of India Ltd, Pragati Maidan Metro Station building, New Delhi-110001 as per the following schedule:

1.	Tender no.	: HQ/GGM/S&T/WC/3rd floor Conf. Room AV
2.	Name of Work	: Supply, Installation, Testing and Commissioning of Audio-Visual facilities for 3rd floor Conference Room of DFCCIL Corporate office New Delhi.
3.	Type of Tender	Open Tender, Single Packet system
4.	Completion Period	: 03 (Three) months from the date of issue of Letter of Acceptance.
5.	Estimated cost of work	: Rs. 20,15,300/- (Rupees Twenty Lac Fifteen Thousand Three Hundred Only)
6.	Cost of Tender Form (Non-Refundable)	: Rs. 3,150/- (Rupees Three Thousand One Hundred Fifty Only) (Tender Fee Rs 3000/- & 5% VAT Rs. 150/- , non-refundable). Mode of payment will be banker's cheque/DD in favour of 'Dedicated Freight Corridor Corporation of India Ltd.', New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. The original banker's cheque/DD will be submitted to DFCCIL and scanned copy of the same will be uploaded in the E-procurement portal at the time of bidding. Tender offer without cost of bid document will be rejected.
7.	E-Tender processing fee	: As per the e-payment gateway of M/s ITI.
8.	Earnest Money	: Rs. 40,500/- only (Rupees Forty thousand five hundred Only). Mode of payment will be banker's cheque/DD in favour of 'Dedicated Freight Corridor Corporation of India Ltd.', New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. The original banker's cheque/DD will be submitted to DFCCIL and scanned copy of the same will be uploaded in the E-procurement portal at the time of bidding. Tender offer without Earnest Money will be rejected.
9.	Validity of Offer	: 90 days from the date of opening of tender
10.	e-tendering website	www.tenderwizard.com/DFCCIL
11.	Date & Time of start and submission of Filled Tender Document	: E-tender can be downloaded after 11:00hrs of 02.08.2016 and can be submitted upto 15:00 hrs of 07.09.2016 from www.tenderwizard.com/DFCCIL .

12.	Date & time of Tender opening online	: 07.09.2016 at 15.30 hrs
13.	Last date of submission of original documents viz. EMD, tender document fee etc at DFCCIL office.	: 07.09.2016 up to 15.00 hrs
14.	Address for communication	: AGM/S&T/WC O/O GGM/S&T/WC-1 , Dedicated Freight Corridor Corporation of India Ltd., Room No. 424, 4th floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Phone: 011-23454763 Mobile: 9717636895 Centralised Fax: 23454701

Tender form, Detailed terms & conditions and future corrigendum/addendum will be posted on the E tendering website. Tenderers are advised to complete all submission related work well before time and date for submission of tender online, any request for modification of date will not be accepted if they fail to submit their offers.

GGM/S&T/WC-1/DFCCIL

SECTION - 2

FORMAT FOR SUBMISSION OF TENDER OFFER

(On letter head of firm/company)

Tender No.: HQ/GGM/S&T/WC/3rd floor Conf. Room AV

Name of Work: Supply, Installation, Testing and Commissioning of Audio-Visual facilities for 3rd floor Conference Room of DFCCIL Corporate office New Delhi.

To
AGM/S&T/WC
O/O The GGM/S&T/WC-1,
DFCCIL,
New Delhi.

Ref: Tender Notice No.: HQ/GGM/S&T/WC/3rd floor Conf. Room AV

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening of the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work of Supply, Installation, Testing and Commissioning of Audio-Visual facilities for 3rd floor Conference Room of DFCCIL Corporate office New Delhi, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **03 (Three) months** from the date of issue of Letter of Acceptance of the tender.
2. I/We also hereby agree to abide by the DFCCILs/Indian Railways General Conditions Of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of **Rs. 40,500/-** (Forty thousand and five hundred only) is herewith forwarded as Earnest Money. Full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a) I/We do not execute the contract agreement within **Seven** days after receipt of notice issued by the DFCCIL that such documents are ready; and,
 - b) I/We do not commence the work within **Fifteen** days after receipt of orders to that effect.
4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

Signature of Tenderer (s)

1) _____

Address of the Tenderer (s)

2) _____

Date:

SECTION - 3

INSTRUCTIONS TO TENDERERS

3.1 General

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a Govt. of India (Ministry of Railway) Enterprise, invites Online Tenders under single packet system for the execution of work of 'Supply, Installation, Testing and Commissioning of Audio-Visual facilities for 3rd floor Conference Room of DFCCIL Corporate office New Delhi' from Indian Companies/Firms/Agencies experienced in the relevant field of work .

3.2 Eligibility Criteria:

Eligibility criteria of applicant shall be assessed as per Clause-4.1 of 'Special Conditions of the Contract' of Tender Document.

3.3 Tender Document obtaining process:

The Tenderer who wish to view free Notification and tender documents can visit DFCCIL's website www.dfccil.gov.in OR www.tenderwizard.com/DFCCIL OR Central Procurement Portal eprocure.gov.in.

Interested Tenderer(s) who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the ONLY website for tendering their offer. '**Vendor Manual**' containing the detailed guidelines for e-tendering system is available on www.tenderwizard.com/DFCCIL.

Register yourself with M/s. Indian Telephone Industries (ITI) for obtaining Login ID and Password (after paying necessary charges). This is one time annual payment and applicable for bidding other tenders also.

Obtain class-III Digital Signature Certificate from ITI or any other digital signature issuing authority. In case bidder wish to obtain the digital signature certificate from ITI, they may contact helpdesk numbers 011-49424365 or 9599653865.

Using the login ID, password and digital signature enter the tender portal to purchase the tender document.

The tender document fee will be submitted through DD/Bankers Cheque drawn in favour of 'DFCCIL' payable at 'New Delhi'.

E-Tender processing fees shall be paid to M/s ITI, through e-payment gateway.

With the payment of processing fee, Tenderer(s) can download the 'financial offer' file (Microsoft Excel file 'financial_offer.xls').

3.4 Submission of E-Tender:

3.4.1 Tender & other documents can be downloaded through www.tenderwizard.com/DFCCIL.

3.4.2 DFCCIL may issue addendum (s)/corrigendum(s) to the tender document. In such case, same shall be issued and placed on the above website at least three

days in advance of due date of tender opening. Tenderer(s) who have downloaded the tender document must visit www.tenderwizard.com/DFCCIL before due date & time and ensure that such addendum (s)/corrigendum(s) are also downloaded by them and form part of their tender offer.

3.4.3 Tender offer shall be **submitted through online mode only** at www.tenderwizard.com/DFCCIL. Tender offer submitted by any other mode will not be accepted.

3.4.4 E-Tenders shall be opened online at the address given below at the time and date given in Section-1 (Notice Inviting Tender) in the presence of Tenderer(s) or their authorized representatives, if any, who choose to attend the online tender opening.

Address: (online opening of tenders):

***Dedicated Freight Corridor Corporation of India Ltd.,
4th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi – 110 001.***

3.5 Tender submission process:

3.5.1 Before quoting the rate and uploading the 'Financial offer' Tenderer(s) are advised to upload scanned copies of the following supporting documents (please refer Check list) in 'document library'. The list is indicative only:

- i. 'Cost of tender form' document.
- ii. 'Earnest Money' Document.
- iii. Documents in support of Eligibility Criteria.
- iv. The digitally signed tender document.
- v. The Covering Letter as per format given in the Section 2.
- vi. Corrigendum(s), if any.
- vii. Certified Copy of Registration of Firm/Company, Partnership deed/Memorandum and Articles of Association of the firm.
- viii. Power of attorney of the person signing the tender document or photocopy duly attested by Notary Public as per clause 3.10.
- ix. Technical specifications of the offered equipment if make/model is not the same as mentioned in Technical Specification.
- x. Bank Details (RTGS/NEFT), PAN, TAN, etc.
- xi. Any other supporting document as per letter of Transmittal (section 3).

3.5.2 After uploading above documents, Tenderer(s) should quote their rates in the downloaded 'financial_offer.xls' file and save it. After saving, Tenderer(s) can upload the filled up file. **Name of the downloaded 'financial_offer.xls' file must not be changed.**

3.5.3 Tenderer(s) must submit the original EMD and Tender Document Fees (excluding Financial offer) at the address mentioned in NIT (Section-1) before tender closing date & time. Online offer of those Tenderer(s) who fails to do the same will be rejected.

3.6 Signing of tender and completing Financial offer:

This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic for submission of technical as well as financial offer.

3.7 Deviation: Tenderer(s) should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the tender document. If Tenderer(s) have any observations, the same may be indicated in the forwarding letter along with the tender.

3.8 Deadline for submission of tender:

Tenderer(s) must ensure to complete the tender submission process before the closing time as www.tenderwizard.com/DFCCIL will stop accepting any online tender offer after tender closing due date & time.

3.9 Partnership Deeds, Power Of Attorney etc: Tenderer(s) shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The DFCCIL will not be bound by any power of attorney granted by Tenderer(s) or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

3.10 Tenderer(s) whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

3.11 The work is proposed to be executed under the following relationship:

Client/Employer: 'DFCCIL' with its address as given in the Notice Inviting Tender.

Contractor: The successful tenderer to whom the work is awarded shall become the 'Contractor' for the execution of this work.

Throughout these Tender documents, the terms "Tender document and tender form" and their derivatives ("Tender"/ "tenderer"), "Tender document/Tender",

“Tender documents/Tendering”, etc are synonymous. Day means calendar day. Singular also means plural.

3.12 Brief Description of work : The scope of work involves the following but not limited to:

3.12.1 The purpose of the work is to install an Audio-Visual system solution at 3rd floor Conference Room of DFCCIL Corporate office New Delhi, to have a seamless & high quality Audio-Visual facilities, for conducting various meeting, seminars & presentations.

3.12.2 Supply, installation, testing and commissioning of Audio-Visual system solution complying with the technical specifications given in Section-6, along with software, firmware, programming, licenses, accessories and necessary documents/manuals.

3.12.3 Configuration and Integration of all the equipment's with DFCCIL existing Conference Room infrastructures. The work shall cover all internal modifications, pipes /raceways, civil work, etc. required for the installation of above equipments.

3.12.4 The supplied items should match the ambience of the conference room. The ambience of the conference room should not be deteriorated due to the installation activities. And if any, the contractor shall make it good on his own cost.

3.13 Sub contracting: Sub contracting of the tendered work is NOT permitted.

3.14 Cost of Tender Documenting:

3.14.1 The Tenderer shall bear all costs associated with the preparation and submission of the Tender document and the Employer will in no case be responsible or liable for these costs regardless of the outcome of the Tender documenting process.

3.14.2 The Tenderer is expected to examine all instructions, terms & conditions, forms, technical specifications and other information in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender document not substantially responsive to the Tender documents in every respect may be rejected.

3.15 Addendum/Corrigendum to the Tender Document:

DFCCIL may issue addendum(s)/Corrigendum(s) to the Tender document. Such addendum (s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders.

3.16 Understanding Tenderer's Obligations and Liability:

3.16.1 The Tenderer must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in

execution of the work. It shall also carefully read and understand all its obligations & liabilities given in the Tender document.

3.16.2 The Tender is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the Tenderer and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender document and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the Tender's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing, including any difficulties for executing the work.

3.16.3 At any time prior to the deadline for submission of tender, Employer may for any reason, whether at its own initiative or in response to any request by any prospective Tenderer, amend the Tender documents by issuing Corrigendum, which shall be part of the Tender documents.

3.17 Extension of Deadline for Submission of Tender document:

Employer may at its discretion extend the deadline for submission of the Tender documents at any time before the time of submission of the Tender documents. Any such change in date of submission shall be notified accordingly.

3.18 Preparation of the Tender documents

3.18.1 **Language of Tender:** The tender prepared by the tenderer and all documents related to the tender shall be written in English.

3.18.2 Signing of All Tender document papers and Completing Schedule of Rate & Quantities:

3.18.2.1 All the pages of the tender documents, drawings and Schedule of Rate & Quantities submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (**Enclose original/attested notarized copy of the Power of Attorney**).

3.18.2.2 While filling up the rates in the **Schedule of Rate & Quantities**, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.

3.18.2.3 The tenderer must fill and submit the prices as per instructions given in Schedule of Rate & Quantities. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate for any item in Schedule of Rate & Quantities, his tender shall be summarily rejected.

3.18.3 The tenderer is required to provide documentary evidence of his technical and financial capability to undertake the work being tendered for. In this regard the tenderer may submit list of works, involving audio video equipment arrangement, completed /in progress in the past three years. Financial statements issued by a bank or by a CA shall be provided. Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested

Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

3.19 Deviations

3.19.1 Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

3.19.2 No deviations to the tender conditions and specifications shall be accepted.

3.20 Transfer of tender documents.

Transfer of tender document from a tenderer to whom it has been issued by DFCCIL to another tenderer is not permissible. Tenderer can submit tender only on the tender document issued by DFCCIL to him or the tender document downloaded from the website.

3.21 Earnest Money

3.21.1 The Tenderer must deposit Earnest Money of Rs. 40,500/- (Rupees Forty Thousands and five hundred only) in the form of Bankers Cheque/Demand Draft from Nationalised/Indian Scheduled Commercial Bank drawn in favour of 'Dedicated Freight Corridor Corporation of India Ltd.' payable at 'New Delhi' along with the Tender document. A Tender offer not accompanied with the Earnest Money Deposit of the prescribed amount and in the prescribed form shall be summarily rejected. **The validity of EMD shall be 06 months (180 days) from the date of opening of Bids.**

3.21.2 The Earnest Money may be forfeited:

3.21.2.1 If the tenderer withdraws his tender offer during the period of offer validity;

3.21.2.2 If, the tenderer does not accept the correction of his tender price;

3.21.2.3 In the case of a successful tenderer, if he fails, within the specified time limit to furnish the required performance security or Sign the Agreement.

3.21.3 Earnest Money of the unsuccessful tenderer should be discharged/ returned without interest as promptly as possible. The Earnest Money of the successful tenderer shall be refunded/returned when he has furnished the required performance security.

3.21.4 Any tender not accompanied by requisite earnest money shall be summarily rejected as non- responsive.

3.22 Validity of tender offer:

3.22.1 The tender shall remain valid for the period of **90 days** after the date of the opening of the tender however the Earnest Money deposit shall be valid for 180 days as mentioned in para 3.21.1. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

3.22.2 Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

3.23 Last Date of Submission of Tender Offer/Opening of Tender Offers:

3.23.1 As per section I, Notice inviting Tender,

3.23.2 DFCCIL reserves the right to postpone the date of tender submission/opening.

3.24 Submission of tender:

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

3.25 Acceptance/Rejection of Tender:

3.25.1 DFCCIL reserves the right to accept/reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.

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

3.26 Deadline for submission:

3.26.1 The cost of tender document and earnest money must be received by Employer at the address specified not later than the date & time mentioned in the "**Notice Inviting Tender**".

3.26.2 The cost of tender document and earnest money received later than the deadline prescribed for submission of tender by Employer is liable to be rejected.

3.26.3 The cost of tender document and earnest money brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the Tender document shall be declared as delayed tenders.

3.27 Withdrawal of tender:

No tender can be withdrawn after submission and during tender validity period.

3.28 Tender document Opening and Evaluation

3.28.1 Tenders will be opened on the date & time, at the address mentioned in "Notice Inviting Tender" in presence of tenderers or their authorized representatives who wish to attend the opening of tenders at their own cost.

3.28.2 Tenderers or their authorized representatives who are present shall sign in register in evidence of their attendance.

3.28.3 Tenderer's name, presence or absence of requisite Earnest Money or any other details as Employer may consider appropriate will be announced and recorded at the time of Tender opening.

3.28.4 The Tender document will be evaluated as per the given eligibility criteria.

3.29 Clarification of the tenders:

To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

3.30 Preliminary examination of Tender documents.

3.30.1 The Employer shall examine the Tender documents to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the Tender documents are generally in order.

3.30.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.

3.30.3 Prior to the detailed evaluation, Employer shall determine whether each Tender document is of acceptable quality, is generally complete and is substantially responsive to the Tender documents. For purpose of this determination, a substantially responsive Tender document is one that conforms to all the terms, conditions and specifications of the Tender documents without material deviations, objections, conditionality or reservation. A material deviation, objection, conditionality or reservation is one:

3.30.3.1 That affects in any substantial way the scope, quality or performance of the contract.

3.30.3.2 That limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the successful Tender's obligations under the contracts; or

3.30.3.3 Whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive Tender documents.

3.30.4 If a Tender document is not substantially responsive, it shall be rejected by the Employer.

3.30.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

3.31 Evaluation and comparison of tender

The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of Schedule of Rate & Quantities, rates can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or

increases rates of any item of Schedule of Rate & Quantities, his negotiated offer liable to be rejected and the original offer shall remain valid and binding on him.

3.32 Canvassing

No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his Tender document may be rejected.

3.33 Right to accept/split or reject any or all tenders:

The complete tender will be dealt in single package, however, Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

3.34 Award of contract

3.34.1 Employer/Engineer shall notify the successful tenderer in writing through Letter of Acceptance (LOA) by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.

3.34.2 The Contractor shall sign the Office copy of the LOA in token of his acceptance and then it shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.

3.35 Ineligibility to participate in re-tenders/future cases

Notwithstanding anything contained in the clauses ITT, if a bidder withdraws from an offer after issue of Letter of Acceptance / Notification of award or does not sign the contract agreement pursuant to the Letter of Acceptance or does not submit an acceptable Performance Security which results in tender being annulled then such bidder shall be treated as ineligible for participation in re-tendering of this particular work & also for any other work for a period of 6 months. A repeat incident of similar type within a year of 2 (two) years will render the bidder ineligible for participation in all future tenders for a further period of 2 (two) years.

3.36 Declaration of non-performance or ban status.

Tenderers are not eligible to participate in the tender process under the following conditions:

3.36.1 They have been declared a non-performer by Central Government/State Government or a CPSU during the preceding 2 years.

3.36.2 They are currently debarred from contract work by Central or State Government of CPSU.

3.36.3 Accordingly, tenderers are required to submit an affidavit declaring their status of non-performance or debarment.

3.37 Details of disputed status of ban/non-performance

Tenderers will clearly state the status of dispute in the cases of ban/non-performance pending in court against them as on the date of opening of tender. Merely, pending appeal with the Departments concerned & Courts will not merit change of status. Grant of stay order by a Competent Court will be taken into account while considering the status of ban/non-performance.

3.38 Tenderer to be fully responsible for consequences of misrepresentation.

3.38.1 Any suppression of information & misrepresentation will render the tenderer ineligible for the tender along with the forfeiture of Earnest Money. The Tenderer will also be liable for disqualification for future tenders of DFCCIL for a period of 2 years.

3.38.2 If any suppression of information & misrepresentation is found after the award of Contract, the Contract will also be terminated with forfeiture of EMD, PG & SD (if any). The Contractor will also be disqualified for future tenders of DFCCIL for a period of 2 years.

3.39 Tenderers shall have to provide their Bank details (RTGS/NEFT), PAN, TAN, etc.

3.40 LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER

As per the Letter of Transmittal, Annexure – III (Section -3)

ANNEXURE - I (SECTION – 3)

**STATEMENT OF WORKS IN PROGRESS/COMPLETED BY THE CONTRACTORS
DURING LAST THREE FINANCIAL YEAR AND CURRENT FINANCIAL YEAR**

Sl. No	Name and place of work	Agreement No. & Date	Date of completion (original /actual)	Organization for which the work was carried out
1	2	3	4	5

Agreement cost /completion cost	Principal /Technical features of work in brief	Current Status	Sl. No. at which relevant certificate /documents are attached
6	7	8	9

Note: Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

ANNEXURE - II (SECTION – 3)

DETAIL OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE FINANCIAL YEAR AND CURRENT FINANCIAL YEAR

SN	Name of Work	Name of Employer	Details of Payment		For the Financial Year	Total Contract Amount received (Rs.)
			Amount received (Rs.)	Date of Amount received		
1	2	3	4		5	6
1						
2						
3						
4						

Note: Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

**LETTER OF TRANSMITTAL
(On letter head of the Tenderer(s))**

To
AGM/S&T/WC
O/O The GGM/S&T/WC-1,
DFCCIL,
Pragati Maidan Metro Station Building Complex
New Delhi-110001.

Sub.: Submission of Qualification information/documents as per checklist.

Sir,

I/We hereby submit the following documents in support of my/our satisfying the requirements laid down for the work:

- 1.0 Earnest Money Deposit of the requisite amount in the prescribed form with validity of 06 months from date of opening of bids.
- 2.0 Tender Document Fee of requisite amount in the prescribed form.
- 3.0 Original power of attorney of the person signing the tender documents, as described in tender clause 3.10
- 4.0 The Covering Letter as per format given in the Section 2.
- 5.0 Complete tender document including Corrigendum(s), if any.
- 6.0 A statement of works In Progress/completed by the contractor during last three years in the form prescribed in Annexure-I of Section-3.
- 7.0 A statement of contractual payments received during the last three financial years and in the current financial year (up to date of opening of tender) in the form prescribed in Annexure-II of Section-3.
- 8.0 Certified Copy of Sales Tax/Works Contract Tax Registration Certificate, PAN, TAN, etc., Bank details for payment (as applicable).

- 9.0 Certified Copy of Registration of Firm/Company, Partnership deed/Memorandum and Articles of Association of the firm.
- 10.0 Undertaking by tenderer, if the tenderer is Manufacturer i.e. OEM or an authorized dealer of the Audio-Visual system in the Performa given in Annexure – VI A of Section 3.

OR

- 11.0 Undertaking to be submitted by the tenderer obtained from the OEM or authorized dealer on its letter head in the performa given in Annexure – VI B of Section 3.
- 12.0 An affidavit declaring their status of non-performance or debarment, state the status of dispute in the cases of ban/non-performance pending in court against them as on the date of opening of tender.

Declaration:

- a) I have furnished all the information & details necessary to prove that I satisfy all requirements laid down in this tender form.
- b) I authorize you to approach any Bank, individual, Employer, Firm or Corporation whether mentioned in the enclosed documents or not, to verify our competence & general reputation.
- c) I understand that the information provided by me with this tender, if proved false, my tender will be rejected, EMD forfeited & I shall be debarred from participating in future tenders.

Encl: as above

Yours faithfully

Signature of Tenderer (s)

Name & seal

Date

FORMAT OF CONTRACT AGREEMENT

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____
between AGM/S&T/WC O/O GGM/S&T/WC-1/DFCCIL acting through the DFCCIL
Administration hereafter called the "DFCCIL" of the one part and
_____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the DFCCIL for performance of the works
_____ set forth in the Schedule hereto annexed upon the General
Conditions of Contract, corrected up to latest Correction Slips and the Specifications of
DFCCIL corrected upto the latest Correction Slips and the Schedule of Rates of DFCCIL,
corrected upto latest Correction Slips and the Special Conditions of Contract and Special
Specifications, if any and in conformity with the drawings here-into annexed AND
WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be
made by the DFCCILs, the Contractors will duly perform the said works in the said schedule
set forth and shall execute the same with great promptness, care and accuracy in a workman
like manner to the satisfaction of the DFCCIL and will complete the same in accordance with
the said specifications and said drawings and said conditions of contract on or before the
_____ day of _____ 20____ and will maintain the said works for a period of
_____ Calendar months from the certified date of their completion and will observe, fulfill
and keep all the conditions therein mentioned (which shall be deemed and taken to be part
of this contract, as if the same have been fully set forth herein), AND the DFCCIL, both
hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid
and observe and keep the said terms and conditions, the DFCCIL will pay or cause to be

paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Contractor _____
(Signature)

DFCCIL : Designation _____
(For President of India)

Address _____

Date _____

Date _____

Signature of **Witnesses** (to
Signature of contractor) with
address :

Witnesses :

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

The Dedicated Freight Corridor Corporation of India Ltd,
Pragati Maidan METRO Station Building 5th floor New Delhi-110001

Acting through AGM/S&T/WC O/O GGM/S&T/WC-1 Dedicated Freight Corridor Corporation of India Ltd

WHEREAS M/S (hereinafter called “the Firm/Contractor”) has undertaken, in pursuance of Contract No. dated to execute (hereinafter called “the contract”).

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

AND WHEREAS we have agreed to give the Firm/Contractor such an irrevocable Bank Guarantee;

NOW THEREFOR we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Firm/Contractor, upto a total of Rs. [Amount of Guarantee]..... (Rs. IN WORDS Only), such sum being payable in the typed and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs./-[amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid up to

SIGNATURE AND SEAL OF THE GUARNATOR

Name of Bank/Address/Date

ANNEXURE – VI A (SECTION -3)

(Undertaking by tenderer, if the tenderer is Manufacturer i.e OEM or authorized dealer of the Audio-Visual system Equipment)

To,
AGM/S&T/WC
O/O GGM/S&T/WC-1
Dedicated Freight Corridor Corporation
4th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi-110 001.

It is hereby declared that the tenderer, which is submitting the Tender document against Tender No. HQ/GGM/S&T/WC/3rd floor Conf. Room AV for the work of 'Supply, Installation, Testing and Commissioning of Audio-Visual facilities for 3rd floor Conference Room of DFCCIL Corporate office New Delhi' is the manufacturer or the authorized dealer of Audio-Visual system equipment ofmake .

(Name, Designation and Address of the authorized signatory)

Name of Company:

Tel. No.:

Fax No.:

Email:

ANNEXURE – VI B (SECTION -3)

(Undertaking to be submitted by the tenderer obtained from the OEM/authorized dealer on its letter head)

To,
AGM/S&T/WC
O/O GGM/S&T/WC-1
Dedicated Freight Corridor Corporation
4th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi-110 001.

It is declared that M/s (Name of Manufacturing Company) is the manufacturer of Audio-Visual system equipment ofmake.

We, the OEM/authorized dealer of Audio-Visual system equipment ofmake, undertake to have supplied to M/s (Name of Tenderer) Audio-Visual system equipment ofmake, for the work of 'Supply, Installation, Testing and Commissioning of Audio-Visual facilities for 3rd floor Conference Room of DFCCIL Corporate office New Delhi', against Tender No. HQ/GGM/S&T/WC/3rd floor Conf. Room AV.

(Name, Designation and Address of the authorized signatory of the manufacturing company)

Tel. No.:

Fax No.:

Email:

Section 4

**GENERAL CONDITIONS OF
CONTRACT**

PART - I

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

- 1.(1) Definition:-** In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:-
- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway/DFCCIL or of the Successor Railway / DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
 - (b) "General Manager of Railway" shall mean the officer -in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway;
 - (c) "Chief Engineer" shall mean the officer -in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer(Construction), Chief Electrical Engineer, Chief Electrical Engineer(Construction) and shall also include CPM/GGM/GM of DFCCIL.
 - (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successors of the successor Railway.
 - (e) "Engineer" and Employer's Engineer shall mean the Group General Manager of DFCCIL / PMC appointed by DFCCIL.
 - (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, AM/AGM/GGM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM /Dy.CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer's Representative of the successor Railway / DFCCIL.
 - (g) "Contractor" shall mean the person / Firm / Company / whether incorporated or not who enters into the contract with the Railway / DFCCIL and shall include their executors, administrators and successors and permitted assigns.
 - (h) "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway / DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications,

if any and tender forms, if any, and all other documents included as part of contract .

- (i) "Works" shall mean the works to be executed in accordance with the contract.
 - (j) "Technical Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.
 - (k) "Schedule of rates of Railway" shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also includes Rates specified in tender document.
 - (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
 - (m) "Constructional Plan" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
 - (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
 - (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
 - (p) "Period of Maintenance" shall mean the defect liability period from the date of completion of the works as certified by the Engineer.
- 1.(2) Singular and Plural:-** Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.(3) Headings & marginal headings:-**The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

- 2.(1) Execution Co-relation and intent of contract Documents:-**The contract documents shall be signed in triplicate by the Railway/DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway/DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

- 2.(2)** If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/ DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Railway/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2.(3)** If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/GM/CPM/nominated by DFCCIL.
- 3.(1) Law governing the contract:-**The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) Compliance to regulations and bye-laws:-**The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location 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 reasons 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.
- 4. Communications to be in writing:-** All notices, communications, reference and complaints made by the Railway/DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and acknowledged by party and no notice, communication, reference or complaint not in writing shall be recognized.
- 5. Service of Notices on Contractors:-**The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
- 6. Occupation and use of land:-** No land belonging to or in the

possession of the Railway / DFCCIL shall be occupied by the Contractor without the permission of the Railway / DFCCIL. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-railway bodies / persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. **Assignment or subletting of contract:-** The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Railway / DFCCIL. Any breach of this condition shall entitle the Railway / DFCCIL to rescind the contract under clause 62 of these conditions and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub- contractor and the Railway / DFCCIL and shall not relieve the contractor of any responsibility under the contract.
8. **Assistance by the Railway/DFCCIL for the Stores to be obtained by the Contractor:-** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway / DFCCIL may have agreed without any liability therefore to endeavour to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the Railway / DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.
9. **Deleted**
10. **Carriage of materials:-** No forwarding orders shall be issued by the Railway / DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.
11. **Deleted**
12. **Representation on 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 Railway / DFCCIL to rescind the contract under clause 62 of these conditions.

13. **Relics and Treasures:-** All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway / DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the Railway / DFCCIL and shall from time to time deliver the same to such person or persons as the Railway / DFCCIL may appoint to receive the same.
14. **Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway / DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
15. **Indemnity by Contractors:-** The contractor shall indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways /DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
16. **Deleted**
17. **Force Majeure Clause:-** If at any time, during the continuance of this contract, the Performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or act of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17-A Extension of time in Contracts:- Subject to any requirement in the contract

as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:-

- (i) **Extension due to modification:-** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for delay not due to Railway / DFCCIL or Contractor:-** If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of Railway's / DFCCIL's employees or by other contractor employed by the Railway / DFCCIL under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway / DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.
- No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- (iii) **Extension for delay due to railways / DFCCIL:-** In the event of any failure or delay by the Railway / DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway/DFCCIL due to any other cause whatsoever, 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 therefore, but in any such case, the Railway/DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

17-B Extension of time for delay due to contractor:- The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 17 and 17-A, the Railway/DFCCIL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of (Performa at Form No. 14) time as the Engineer may decide. On such extension the Railway /DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to $\frac{1}{2}$ of 1% of the contract value of the works for each week or part of the week.

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

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

Further competent authority while granting extension to the currency of contract under clause 17.(B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, that if the Railway / DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway/DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under clause 62 of these conditions, whether or not actual damage is caused by such default.

18.(1) Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the Railway/DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway / DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the Railway / DFCCIL and to the payment of any loss or damage resulting from such decision and the Railway / DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway/DFCCIL.

18.(2) The contractor shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the Railway / DFCCIL and if he shall do so, the Railway / DFCCIL

shall be entitled forthwith to rescind the contract and all other contracts with the Railway / DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the Railway / DFCCIL under this clause shall be settled by the General Manager/ROB of the Railway / DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

- 19.(1) Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 19.(2) Commencement of works:-**The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.(3) Accepted Programme of work:-** The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.
- 19.(4) Setting out of works:-** The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of

maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

20.(1) Compliance to Engineer's instructions:-The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

20.(2) Alterations to be authorized:-No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

20.(3) Extra works:- Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the Railway / DFCCIL.

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

21. Instruction of Engineer's Representative:- Any instructions or approval given by the Engineer's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows:

(a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

22.(1) Adherence to specifications and drawings:- The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing therefore and

shall be responsible for all loss to the Railway / DFCCIL.

- 22.(2) Drawings and specifications of the works:-** The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.
- 22.(3) Ownership of drawings and specifications:-** All drawings and specifications and copies thereof furnished by the Railway/DFCCIL to the Contractor are deemed to be the property of the Railway /DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the Railway / DFCCIL on completion of the work or termination of the contract.
- 22.(4) Compliance with Contractor's request for details:-** The Engineer shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.
- 22.(5) Meaning and intent of specification and drawings:-** 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 measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the Chief Engineer/ General Manager/ROB,/CPM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- 23 Working during night:-** The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.
- 24. Damage to Railway / DFCCIL property or private life and property:-**The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway / DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway / DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as

may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

25. Sheds, stores houses and Yards:-The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

26. Provision of efficient and competent Staff at work sites by the Contractor :-

26.1 The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.

26.2 The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

26.3 In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the Railway to rescind the contract under clause 62 of these conditions.

26A. Deployment of Qualified Engineers at Work Sites by the Contractor :-

26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

26A.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the

Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

26A.3 Deleted

27.(1) Workmanship and testing:- The whole of the works and / or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the contractor.

27.(2) Removal of improper work and materials:- The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- (a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) the substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the Railway/DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

28. Facilities for inspection:- The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. Examination of work before covering up:- The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works:- All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject

to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway / DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway / DFCCIL necessary expenses incurred by the Railway / DFCCIL in connection therewith shall be borne by the contractor.

31.(1) Contractor to supply water for works:- Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.(2) Deleted

31.(3) Deleted

31.(4)(a) Contractor to arrange supply of Electric power for works:- Unless otherwise provided in the contract, the contractor shall be responsible for arrangements to obtain supply of electric power for the works.

31.(4)(b) Deleted

32. Property in materials and plant:- The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the Railway / DFCCIL. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway / DFCCIL and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway / DFCCIL be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1) Tools, Plant and Materials Supplied by Railway / DFCCIL:- The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the Railway/DFCCIL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

- 33.(2) Hire of DFCCIL / Railway's Plant:-** The Railway / DFCCIL may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.
- 34.(1) Precaution during progress of works:-** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- 34.(2) Roads and Water courses:-** Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.
- 34.(3) Provision of access to premises:-** 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 reasons of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.
- 34.(4) Safety of Public:-** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL/Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
- 35. Deleted.**
- 36.(1) Suspension of works:-** The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:-
- (a) Provided for in the contract, or
 - (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
 - (c) Necessary for the safety of the works or any part thereof.
- 36.(2)** The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the work as the

Engineers may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

36.(3) Suspension lasting more than 3 months:- If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway / DFCCIL.

37. Rates for items of works:- The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight, of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway/DFCCIL, the erection, maintenance and removal of all temporary works and, buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway/DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

38. Deleted

39.(1) Rates for extra items of works:- Any type of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage and such items are not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to

be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway/DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

- 39.(2)** Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the Chief Engineer/Chief Project Manager/General Manager/ROB within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's/ General Manager's decision/ROB after hearing both the parties in the matter would be final and binding on the Contractor and the Railway / DFCCIL.
- 40.(1) Handing over of works:-** The Contractor shall be bound to hand over the works executed under the contract to the Railway / DFCCIL complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.
- 40.(2) Clearance of site on completion:-** On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway / DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

VARIATIONS IN EXTENT OF CONTRACT

- 41. Modification to contract to be in writing:** - In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway / DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway / DFCCIL unless and until the same is

incorporated in a formal instrument and signed by the Railway / DFCCIL and the Contractor, and till then the Railway / DFCCIL shall have the right to repudiate such arrangements.

42.(1) Powers of modification to contract:- The Engineer on behalf of the Railway/DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

42.(2) Deleted.

42.(3) Valuation of variations:- The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause-39 of these conditions.

42.(4) Deleted.

1. Deleted
2. Deleted
3. Deleted
4. Deleted
5. Deleted
6. Deleted
7. Deleted
8. Deleted
9. Deleted

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 schedule of power of DFCCIL as per single tender should be obtained.

Note: Variation to be approved should be limited so as not to completely change the scope, character and purpose of the original contract.

CLAIMS

43.(1) Monthly Statement of Claims:- The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been

included in such particulars.

- 43.(2) Signing of “No Claim” Certificate:-** The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding

MEASUREMENTS, CERTIFICATES AND PAYMENTS

- 44. Quantities in schedule annexed to Contract:-** The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.
- 45. Measurement of works:-** The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer’s representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which “on account” or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer’s representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor’s attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:-
- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer’s representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

46.(1) “On-Account” Payments:- The Contractor shall be entitled to be paid from time to time by way of “One-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract.

All payments due on the Engineer’s or the Engineer’s representative’s certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

46.(2) Rounding off amounts: - The total amount due on each certificate shall be rounded off to the nearest rupee i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Re. 1/- will be reckoned as Re. 1/-

46.(3) On Account Payments not prejudicial to final settlement: - “On-Account” payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

46.(4) Manner of payment: - Unless otherwise specified payments to the Contractor will be made by cheque but no cheque will be issued for an amount less than Rs. 100/-

46A Deleted

47.0 Maintenance of works:- The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the contractor shall be liable for and shall pay and make good to the Railway/DFCCIL or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

- 48.(1) Certificate of completion of works:-** As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway / DFCCIL. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.
- 48.(2) Contractor not absolved by completion Certificate:-** The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.
- 49.0 Approval only by maintenance Certificate:-** No certificate other than maintenance certificate referred to in Clause 50 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.
- 50.(1) Maintenance Certificate:-** The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway / DFCCIL.
- 50.(2) Cessation of Railway's / DFCCIL Liability:** - The Railway/DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
- 50.(3) Unfulfilled Obligations:-** Notwithstanding the issue of the Maintenance

certificate the Contractor and (subject to sub-clause 2 of this clause) the Railway/DFCCIL shall remain liable for the fulfilment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment:- On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the Railway / DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway / DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit:- It is an agreed term of contract that the Railway / DFCCIL reserves to itself 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 any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have made in respect of any works done or alleged to have been done by him under the contract.

51A. Production of vouchers etc. by the Contractor:-

(i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties).The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract),the Engineer shall

have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.

- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

52.0 Withholding and lien in respect of sums claimed:- Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Railway / DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the Railway / DFCCIL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Railway / DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other Railway / DFCCIL or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway/DFCCIL will be kept withheld or retained as such by the Railways / DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Railway/DFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

52A. Lien in respect of claims in Other Contracts:-

(i) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway/DFCCIL, against any claim of this or any other Railway/DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

(ii) However, recovery of claims of Railway/DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts,

if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL/Railway's dues against the terminated contract.

(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Railway/DFCCIL will be kept withheld or retained as such by the Railway/DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

53.0 Signature on Receipts for Amounts:- Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway/DFCCIL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good a sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Railway/DFCCIL may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

LABOUR

54.0 Wages to Labour:- The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railway/DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway/DFCCIL such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway/DFCCIL, such money shall be deemed to be moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways/DFCCIL shall be entitled to recover the same form any moneys due or accruing to the Contractor under this or any other Contract with the Railways/DFCCIL.

54A. Apprentices Act:- The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules

and Orders issued there under from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway/DFCCIL may, in its discretion, rescind the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and / the cost of works is rupees one lakh or more.

55.0 Provisions of payments of Wages Act:- The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors of sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such money to the Railways/DFCCIL deduct the same from moneys due to contractor in the terms of contract. The Railway/DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway/DFCCIL by the way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

55A. Provisions of Contract labour (Regulation and Abolition) Act, 1970:

55A.(1) The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway/DFCCIL from and against any claims under the aforesaid Act and the Rules.

55A.(2) The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

55A.(3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.

55A.(4) In respect of all labour directly or indirectly employed in the work for

performance of the contractor's part of, the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

55A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway/DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the Railway/DFCCIL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the Railway/DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Railway/DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the Railway/DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Railway/DFCCIL to the contractor whether under the contract or otherwise. The Railway/DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the Railway/DFCCIL full security for all costs for which the Railway/DFCCIL might become liable in contesting such claim. The decision of the Railway/DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

55B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 :

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway / DFCCIL from and against any claims under the aforesaid Act and the Rules.

55C. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996" :

The tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

56.0 Reporting of Accidents of Labour:- The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall made every arrangements to render all possible assistance.

- 57.0 Provision of Workmen's Compensation Act:-** In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, Railway/DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, Railway/DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway/DFCCIL under Section 12 Sub-section (2) of the said Act, Railway/DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Railway/DFCCIL to the Contractor whether under these conditions or otherwise, Railway/DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway/DFCCIL full security for all costs for which Railway/DFCCIL might become liable in consequence of contesting such claim.
- 57A. Provision of Mines Act:-** The contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the Railway/DFCCIL from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.
- 58.0 Railway/DFCCIL not to provide quarters for Contractors: -** No quarters shall normally be provided by the Railway/DFCCIL for the accommodation of the contractor or any of his staff employed on the work.
- 59.(1) Labour Camps:-** The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on Railway/DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway/DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 59.(2) Compliance to rules for employment of labour:-** The contractor(s) shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.
- 59.(3) Preservation of peace:-** The contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the

neighbourhood of the works. In the event of the Railway/DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the Railway/DFCCIL shall be recoverable from the contractor.

- 59.(4) Sanitary arrangements:-** The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the Railway/DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway/DFCCIL and the cost therefore recovered from the contractor.
- 59.(5) Outbreak of infectious disease:-** The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the Railway /DFCCIL. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway/DFCCIL and the cost therefore recovered from the contractor.
- 59.(6) Deleted**
- 59.(7) Medical facilities at site: -** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway / DFCCIL in relation to the strength of the Contractor's resident staff and workmen.
- 59.(8) Use of intoxicants: -** The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 59.(9) Non-employment of female labour: -** The Contractor shall see that the employment of female labour on / in Cantonment areas, particularly in the neighbourhood of soldier's barracks, should be avoided as far as possible.
- 59.(10) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement :** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit Earnest Money Deposits (EMD), Performance Guarantee (PG) and Security Deposits (SD) of that contract.

- 60.(1) Non-employment of labours below the age of 15:-** the Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.
- 60.(2) Medical Certificate of fitness for labour:-** It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
- 60.(3) Period of validity of medical fitness certificate:-** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- 60.(4) Medical re-examination of labourer:-** Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS:-

- (1) Only qualified medical practitioners can be appointed as “Certifying Surgeons” and the term “Qualified Medical Practitioners” means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.
- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

- 61.(1) Right of Railway/DFCCIL of determine the contract:-** The Railway/DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL/Railway’s opinion, the cessation of work

becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway/DFCCIL of such determination and the reasons therefore shall be conclusive evidence thereof.

61.(2) Payment on determination of contract:- Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways / DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL/Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of contract owing to default of contractor:- If the Contractor should:-

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (iv) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
- (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28

of the conditions, or

- (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway / DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway / DFCCIL.
- (xiii)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired Engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

(xiii) (B) Fail to give at the time of submitting the said tender:-

- (a) The correct information as to the date of retirement of such retired Engineer or retired officer from the said service, or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- (b) The correct information as to such Engineers or officers obtaining permission to take employment under the contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired Engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired Engineer or a retired officer, or
- (e) Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.

Then and in any of the said clause, the Engineer on behalf of the Railway/DFCCIL may serve the Contractor with a notice (Proforma at Form No.16) in writing to that effect and if the contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway/DFCCIL shall be entitled after giving 48 hours notice (Proforma at Form No. 17) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice

(Proforma at Form No. 18) should be issued and adopt the following courses:

To measure up or the whole or part of the work from which the contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.

62.(2) Right of Railway/DFCCIL after, rescission of contract owing to default of contractor:

In the event of any or several of the courses, referred to in sub-clause (1) of the clause, being adopted.

- (a) the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall as soon as may be practicable after removal of the contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount(if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plan and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

STATEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES

63.0 Matters finally determined by the Railway /DFCCIL – All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Director(Infra) /General Manager/CPM, DFCCIL and the Director(Infra)/General Manager/CPM, DFCCIL shall within 90 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matter for which provision has been made in clauses 8, 18, 22.(5), 39, 43.(2), 45.(a), 55, 55A.(5), 57, 57A, 61.(1), 61.(2) and 62.(1) to (xiii)(B) of General Conditions

of contract or in any clause of the special conditions of the contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway/DFCCIL authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause.

64.(1) Demand for Arbitration:-

64.(1) (i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway/DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the Railway/DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 63 of these conditions, the contractor, after 90 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1) (ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, given by the Railway/DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1) (iii)(a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway/DFCCIL.

(b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c) The Railway/DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(d) The place of arbitration would be New Delhi

64.(1) (iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1) (v) – If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways/DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway/DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2) Obligation During Pendency of Arbitration:– Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration

proceedings, and no payment due or payable by the Railway/DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64.(3) Appointment of arbitrator

64.(3)(a)(i) In cases where the total value of all claims in question added together does not exceed Rs.25,00,000 (Rupees twenty five lakhs only), the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL.

64.(3)(a)(ii) In cases not covered by the clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL/Railway will send a panel of more than 3 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway /DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in SA grade of other department of Railway/DFCCIL for the purpose of appointment of arbitrator.

64. (3)(a)(iii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

64.(3)(a)(iv) The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the award without any delay. The arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

64.(3)(a)(v) While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway/DFCCIL servant(s) expressed views on

all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64.(3)(b)(i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

64.(3)(b)(ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.

64.(3)(b)(iii) A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4) In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

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

64.(6) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties.

64(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

65.0 Deleted

Section 5 SPECIAL CONDITIONS OF CONTRACT

5.1 ELIGIBILITY CRITERIA

- 5.1.1 The tenderer should have successfully completed at least **one similar single work for any value** in the last 3 financial years and current financial year.
- 5.1.1.1 Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial years and current financial year (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.
- 5.1.1.2 The similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.
- 5.1.1.3 **SIMILAR NATURE OF WORK**: Any work involving Supply, Installation, Testing and Commissioning of Audio and/or Video system/solution. Also Includes works such as surveillance systems, IVR related systems etc. In case of composite works one of the items of the work must pertain to above.
- 5.1.2 The tenderer(s) shall be eligible only if he / they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year **with a minimum of 100% of the Estimated cost of work as advertised.**
- 5.1.3 Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.
- 5.2 This Tender shall be governed by Preamble and General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 5.3 If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 5.4 **Expenses of Employer' Representative** – All the expenses of Engineer's representative, unless otherwise mentioned in tender document, shall be borne by the Employer whether the inspected material is finally utilised in work or not.
- 5.5 The decision of the Engineer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- 5.6 **Infringement of patents:**
- (a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Employer himself. Royalties where payable for the use

of such patented processes, registered drawings of patterns shall be borne exclusively by the Contractor. The contractor shall advise the Employer of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.

- (b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a licence, the signing of the Contract automatically gives the Employer the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Employer, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.
- (c) **Indemnification by contractor:-** In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

5.7 Insurance:-

Insurance necessary as per rules to safe guard men and material for this work shall be the sole responsibility of the Contractor. Necessary insurance policy as deemed necessary for this work shall be executed by the contractor.

5.8 Payment:-

No advance payment shall be made.

The statutory deduction of TDS, etc., shall be made from payment and deduction of any levied penalty.

Full and Final Payment after deducting TDS as applicable shall be made after completion of the work, on submission of Bill in duplicate along with a satisfactory installation report by DFCCIL representative.

Bill/ Invoice should be submitted in duplicate, duly signed and stamped by the Contractor.

Payment to the Contractor shall be made through Electronic Clearing System (ECS). The contractor shall furnish the NEFT mandate form issued by his Bank.

5.9 Performance Guarantee:-

- (i) The successful bidder shall be required to furnish to DFCCIL a performance security within 15 days of the receipt of Letter of Acceptance, in an amount

equivalent to 10% (ten percent) of the contract price. The performance security to be provided by successful tenderer in the form of bank guarantee as per prescribed format shall be issued from any Nationalised/ Indian Scheduled Commercial Bank.

- (ii) The Bank Guarantee for performance Guarantee shall remain valid until a date 60 days (or as specified in the Contract) after expiry of warranty Period.
- (iii) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.
- (iv) The performance Guarantee shall be released 21 days after issue of performance certificate.
- (v) On submission of Performance Security by successful Tenderer, the Earnest Money shall be reimbursed.
- (vi) No additional security deposit/Retention money is required to be deducted/collected.

5.10 VARIATIONS IN EXTENT OF CONTRACT (superseded GCC Para 41 & 42)

5.10.1 Modification to contract to be in writing:- Refer to clause 41 of GCC.

5.10.2 Powers of modification to contract:- Refer to clause 41. (1) of GCC.

5.10.3 The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Bill of Quantities. Such variations in quantities shall be paid for in the manner laid down below:

- (i) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 50% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 50% variation in quantity of individual item of works.
- (ii) In case of earthwork, the variation limit of 50% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.

5.10.4 Valuation of variations:- Refer to clause 42 (3) of GCC.

5.10.5 Variations In Quantities During Execution Of Works Contracts :-

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 50% 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 50% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 150% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 150% of the agreement quantity needs the approval of competent authority with concurrence of associate finance ;
 - (b) 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 the rate awarded for that item in that particular tender.

- (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 concurrence of finance and approval of competent authority.
 - 3. In cases where decrease is involved during execution of contract:
 - (a) The contract signing authority can decrease the items upto 50% of individual item without finance concurrence.
 - (b) For decrease beyond 50% for individual items or 50% of contract agreement value, the approval of competent authority, 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 50% 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 50% 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 50% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
 - 7. 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 schedule of power of DFCCIL as per single tender should be obtained.
- Note:** Variation to be approved should be limited so as not to completely change the scope, character and purpose of the original contract.

5.11 Variation in Quantity of items not covered by the Bill of Quantities.

- 5.11.1 If any item of work not provided for in the accepted Bill of Quantities and required to be executed for completion of work, the Contractor on receipt of instructions from the Engineer, shall be bound to carry out such items of work at the rates to be decided as per sub-clause 5.11.2 and 5.11.3.
- 5.11.2 The rate for such extra items shall be derived from rate for similar items available in the accepted Bill of Quantities.
- 5.11.3 In case rates can not be derived from the accepted Bill of Quantities, the rate may be worked out on the following basis:
 - (a) Cost of materials and consumables at current market rates, as actually utilised in the final finished permanent work, including a reasonable percentage for wastage and cost of loading, unloading and transportation.
 - (b) Cost of labour required for the work.
 - (c) Hire charges for plant and machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work.
 - (d) An amount of 10% of items (a), (b) and (c) above to allow for Contractor's overheads, profits and other contingencies.
- 5.11.4 In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.
- 5.11.5 In case rates cannot be derived from the accepted Bill of Quantities, the rate may be worked out on the following basis:

- (a) Such a notice shall not however be necessary if the Engineer has already instructed in writing to take up such an item of work. To decide the rate, the Contractor shall furnish detailed analysis of the rates on the lines mentioned in sub-clause 5.11.2 and 5.11.3 above and attend a meeting with Engineer to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting.
- (b) **Provisional payment for extra item:** In case mutually agreeable settlement of rates is not arrived at between the Engineer and the Contractor, the Contractor shall be bound to carry out the works at rates to be decided by the Engineer. In the absence of a finalised rate for a new item, the Engineer shall be entitled to certify payment to the Contractor based on a provisional rate fixed by the Engineer for the work done under the new item. This shall be subject to upward or downward adjustment after the rate is finalised by the Engineer for that item.
- (c) In case of Vitiation during variation, the vitiation amount shall be recovered from the contractor/paid by the contractor.
- (d) The decision of the Engineer under this clause shall be final and binding.

5.12 ORDER OF PRIORITY OF CONTRACT DOCUMENT

Where there is any conflict between the various documents in the Contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- a) Contract Agreement
- b) Letter of Acceptance
- c) Bidder's accepted Bid
- d) Technical specifications
- e) Special Conditions of Contract
- f) General Conditions of Contract
- g) Drawings
- h) Priced Bill of Quantities
- i) Any other Document forming part of the Contract

5.13 SUPPLY OF WATER AND ELECTRIC POWER

Single phase Power supply (230V/5A/15A) required for the work like drilling holes, energizing equipment testing and commissioning shall be given free of cost only at one point. The cost of making necessary arrangements to the Engineer's distribution system, laying of cable & circuit protection, in case of electric power shall be borne by the Contractor, the rates for which shall be determined and notified by the Engineer.

- 5.14 The work shall cover all internal modifications, pipes /raceways, civil work, etc. required for the installation of above equipments. Installation work shall be done as per directions of the DFCCIL keeping the aesthetic sense and ergonomomy of the room in mind.

5.15 PRICES

- 5.15.1 Prices shall be written both in words and figures. In case of any discrepancy, the unit rate or the rates in words, will prevail. Prices indicated by the

tenderer in the tender shall be firm and fixed. No cost escalation will be allowed on any account during the entire period of Contract.

5.15.2 The prices shall include all taxes (including service tax), duties and levies, surcharges, software & License fees, freight & insurance etc., as applicable.

5.15.3 The Price shall include arrangement of all required accessories (if any) for the successful installation, testing and commissioning of the work.

5.15.4 The tenderer shall submit details of PAN number, TAN number and Bank details for payment, etc.

5.15.5 Shall indicate the % of various taxes considered while quoting for the work.

5.16 The material to be supplied against this contract shall be of best quality and reputed make and shall conform to relevant specification given in the tender documents. The material shall be procured directly from the manufacturer or their authorized dealers. Whenever make of material is not indicated in the tender documents, the contractors shall get the make of material approved by the engineer-in-charge prior to placing supply order on the supplier/manufacturer. The decision of the engineer in charge regarding approval of make of any material shall be final and binding on the Contractor.

5.17 **MEASUREMENTS**

The Contractor shall be paid for the works at rates in the accepted Schedule of Rate & Quantities. The measurement shall be taken by the Engineer or his representative in the presence of the Contractor or his authorized representative.

5.18 **Warranty/ maintenance period:**

The work including Hardware, software, programming, etc., will be covered by comprehensive 01 year onsite Warranty. Further the maintenance period shall be for period of ONE year. The Warranty/maintenance period shall start from the date of completion of work as per installation report.

In case of any failure/defect, the contractor shall arrange to provide backup of the defective equipment till rectification/replacement of the faulty unit, so as to ensure that day to day optimum functionality of AV equipment's in the conference room shall not be effected by the failure.

Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the DFCCIL.

Software and firmware updates & upgrades shall be provided at no additional cost to DFCCIL during the warranty period.

On-site support shall be provided for day to day operational issues/glitches, as and when arises during this period.

5.19 **Training**

The Contractor shall impart the necessary training to the DFCCIL officials during installation & commissioning of ordered devices. The training should

include, explaining all the features and capabilities of equipments, trouble identification, troubleshooting and routine O&M of the equipments.

- 5.20 The contractor to note that the DFCCIL reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/updation will be recorded for information of the selected tenderer.
- 5.21 The contractor to note that the DFCCIL reserves the right to upgrade the equipment for additional functionality during the contract period by enabling license or addition of module/card, procured directly from the contractor or through open tender.
- 5.22 The contractor must provide adequate protection to install equipment to electrical surges.
- 5.23 The contractor must ensure that all system are in first class working condition and free of short circuits, ground loops, excessive system noise or any other probable fault affecting its efficiency/quality/life.
- 5.24 Material to be issued by DFCCIL: Nil.

SECTION - 6
TECHNICAL SPECIFICATION

- 6.1** The Audio-Visual system shall be complete with wiring and with required accessories.
- 6.2** The Contractor should submit necessary proof of genuineness of the Audio-Visual system supplied, viz. letter of authorization from OEM or its authorized dealer/delivery challan/invoice etc.
- 6.3** **Technical Specifications:**

Item 1: Interactive Projector complete with Pen & finger touch functionality, HDMI, VGA, USB connectivity alongwith two pens.	
Projection System	3LCD, 3-CHIP Technology
Projection Method	Front/rear wall mountable
Driving Method	Poly-silicon TFT Active Matrix
Pixel Number	1,024,000 dots (1280x800) x3
Colour Brightness	Colour Light Output: 3300 lumens
White Brightness	White Light Output: 3300 lumens
Interactive Colour Brightness	Colour Light Output: 3300 lumens
Interactive White Brightness	White Light Output: 3300 lumens
Aspect Ratio	16:10
Native Resolution	1280x800 (WXGA)
Lamp Type	245 W UHE
Lamp Life	Up to 6000 hours (ECO Mode) Up to 4000 hours (Normal Mode)
Size (Projected Distance) Area	4:3 53"-88" 16:10 60" -100" 16:9 59"-97"
Keystone Correction Manual	Vertical \pm 3 degrees, Horizontal \pm 3 degrees
USP Plug 'n Play	Mac OS® 10.5/10.6/10.7/10.8/10.9
USP Plug 'n Play for Window	2000XP/Windows Vista®/Windows7/Windows8.x
Contrast Ratio	Up to 10,000:1
Colour Reproduction	Up to 1 billion Colours
<u>PROJECTION LENS</u>	
Type	Manual Focus
F-number	1.8
Focal Length	3.71 mm
Throw Ratio Range	(16:10) 0.27-0.37,(4:3) 0.33-0.44, (16:9) 0.27-0.37
Zoom Ratio	Digital Zoom 1.0- 1.35X
<u>OTHERS</u>	
Display Performance	NTSC: 480 lines, PAL: 576 lines (Depends on observation of the multi-burst pattern)

Input Signal	NTSC/NTSC 4.43/PAL/M-PAL/N-PAL/PAL60/SECAM
Speaker	16 W monaural
Operating Temperature	41° to 95° F (5° to 35° C)
Power Supply Voltage	100-240V ± 10%, 50/60 Hz
Fan Noise	35 dB (Normal Mode), 28 dB(Eco Mode)
Security	Kensington lock Provision, security anchor bar,
INTERACTIVITY	
Interactive Technology	Infrared, 940nm
Interactive Are (image Size)	60-100 diagonal (16:10, WXGA)
Interactive Modes Computer Interactivity/Input	Interactive and whiteboard modes Annotation, Pen:dual user, Finger: upto 6
PC-Free	Annotation, two pens, and two fingers.
Annotation Tools	Easy Interactive Tools, dual user
PC Annotation Sources	USB,HDMI, COMPUTER 1, COMPUTER 2,LAN
PC-Free Annotation Devices	Document Cameras, DVD/Blu-Ray Disc Player, iPod/iPad devices.
Gestures	Requires Windows 7 or later, or Mac OS 10.x
Calibration Method	Automatic or Manual
Interactive Connectivity	USB cable for non-networked installs & LAN
Interactive Software Requirements	Easy Interactive Driver(Mac Only) Windows and Linux: No driver required Macintosh: Mac OS X 10.5/10.6/10.7/10.8/10.9 Easy Interactive tools for Windows and Macintosh.
SYSTEM COMPATIBILITY	
Microsoft Windows XP SP2, WINDOWS XP SP3 (Home Edition/Professional), WindowsVista, WindowsVista SP1, Windows Vista SP2(All editions except for Starter), Windows 8.x, Windows 7 SP1 (AllEditions except for Starter), Mac OS X 10.5/10.6/10.7/10.8/10.9	
INTERACTIVE INPUT DEVICE	
Type of Interactive Input Device	Digital Pen or Finger
Interactive Pen Functions	Mouse functions (left and right Click), Electronic pen, LED battery status indicator
Interactive Pen Power	AA battery
REMOTE CONTROL	
Features	Computer, Video, USB, LAN, source search, power, aspect, colour mode, volume, e-zoom, A/V mute, freeze, menu, help, auto, enter, esc, pointer, user Operating Angle.
Make/Model	Epson (EB 595 Wi) or equivalent

Item 2 : Matte high quality White Board (of approx. 100 inch diagonal) with Pen tray complete
White Ceramic enamelled surface for dry wipe markers, Ceramic enamelled steel surface, Scratch resistant, No Ghosting, Chrome Plated Plastic Corners for good aesthetics, Chrome plated metal corner brackets for easy fixing on the wall, Accepts Magnets. Make/Model: Alkosign (ATRS) or equivalent.

Item 3: Wireless Lapel Microphone complete set with Base Unit, Belt Pack & Collar Mic	
High feedback rejection.	
System Frequency ranges	548-572 MHz
System Frequency response	50-60 hz
Microphone polar pattern	Omni
Microphone type	Condenser
Microphone self Noise	36 dB
Microphone Max SPL	130 dB SPL
Microphone Frequency response	30 Hz-20 Khz
Receiver Signal to Noise Ratio	103 dB (A- weighted)
Receiver Front panel Display	Yes
Receiver output	1x XLR, 1x1/4"
Make/Model	Senheiser (XSW12) or equivalent

Item 4: Goose neck table Microphone 40Cm neck complete with base unit, Stand & press to talk button, RF shielding against intermodulation from wireless equipment /devices is must.	
Goose Neck	
Length	40 cm
Transducer principle	pre-polarised condenser microphone
Acoustics	Cardioid
Freqesncy response	50 Hz-20 Hz.
Nominal impedance	<100 ohm
Maximum sound pressure level	130 dB SPL
Equivalent noise level	26 dB(A)
Equivalent noise level weighted as per CCIR 468-3	37db
Phantom powering	P12-P48 V
Connectivity	XLR 3M
Coating	Black
Table Stand	
Phantom power	P48
Connectors	Mic In – XLR-3F, Mic out- XLR-3M
Microphone Modes	ON/OFF indicator LED, Toggle on/off, Push to mute, Push to talk.
Coating	Black

Make/Model	Senheiser (MEG 14-40 B + MAT 133) or equivalent
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Item 5: Digital Signal Processor 12 channel complete including power cord, user manual, software.	
and	
Item 6: Digital Signal Processor 16 channel complete including power cord, user manual, software	
Input voltage	90-250 VAC, 50-60 Hz
Operating Temperature	0-40 degree celcius
Phantom power	48 VDC , software selectable
Analog input gain	-20 to 64 dB, on all inputs in 0.5 dB steps, software adjustable
Input Impedence	10 Kohms
Input EMI Filter	Pi filter at all audio inputs
Analog input gain	-100 to 20 dB, in 1 dB steps, software adjustable
Output Impedence	50 ohm
Output EMI filter	Pi filter at all audio outputs
Frequency reponse	20-22000 Hz
Idle Channel noise	<-109 dB FS no weighting, 20-20,000 HZ, -60 dB FS, 997 Hz input signal, 0dB gain.
Dynamic Range	>109 dB FS no weighting, 20-20,000 HZ, -60 dB FS, 997 Hz input signal, 0dB gain.
Common mode rejection ratio	109 dB
Cross talk	<-110 dB, 20-20,000 HZ, 1KHZ, channel to channel
Acoustic echo cancellation	260 ms
Noise cancellation	0-20 dB, software selectable
Latency	Mic/Line input to output: 23 msec, AEC and NC processing enabled
Convergence Rate	40 dB/second
Make/Model (item 5)	Polycom (SoundStructure C12) or equivalent
Make/Model (item 6)	Polycom (SoundStructure C16) or equivalent

Item 7: Ceiling Speakers complete.	
Woofer Size	6.5"
Tweeter Size	1"
Colour	WHITE
Low impedance dynamic power	60 watt
Loudspeaker system	Two way
Max spl 1m in dB	104 dB
Material	ABS plastic
Loudspeaker	2-way
Impedance	8 Ohms
Frequency response	60-20kHz
Grille main material	Aluminium
Vertical dispersion angle 1000 Hz	180 °
Make/Model	Apart Senheiser (CM608) or equivalent

Item 8: High End, very dynamic 2 channel low impedance power amplifier, black, 2U 19" rack mounted complete.	
Dynamic output power 4 ohms	2X350 watt
Dynamic Output Power 8 ohms	2x200 watt
Dynamic Output Power Bridged 8 ohms	750 watt
Rack Mount	19"
Power supply	230VAC
Line input balanced	2
Line input unbalanced	2
output channels	2
Minimum impedance load per channel	2 ohm
Minimum impedance load bridged per channel	4 ohm
applicable low impedance	Yes
Frequency response in Hz	10-50 k
RMS Output Power 4 ohms	2X180 watt
RMS Output Power 8 ohms	2X120 watt
Output Power RMS bridged 8 ohms	350 watt
Cooling system	convection.
Make/Model	Apart Senheiser (Champ 2) or equivalent

Item 9: Cable Cubby complete to meet system requirement_
With Manual open & close function. VGA, HDMI, LAN, USB, Power Socket ports etc. Make/Model : Kramer TBUS or equivalent

Item 10: Presentation Switcher Cum Scalar complete.	
Scalar Cum Switcher with HDMI & VGA Inputs & Dual HDMI output, High quality scaling technology, Digital audio signal processing including audio equalisation , mixing, extra, Auto input scanning & switching, Companion AFV (Audio follow video)	
INPUT	10 HDMI Connectors (HDMI, HDCP version 1.1), 2VGA HD Connector, 1 unbalanced stereo audio terminal block connector, 2 mic connectors (with selectable 48 V phantom power)
OUTPUT:	2 HDMI connectors (HDMI, HDCP version 1.1), 1 S/PDIF on an RCA connector, 1 unbalanced stereo audio terminal block connector.
BANDWIDTH:	Up to 1080p, UXGA.
Switching Time Between Inputs	2 to 3 seconds.
Video Latency	Less than 2 frames.
CONTROLS	HDMI 1 to HDMI10 and PC 1 to PC2 input selector buttons, Freeze, Mute buttons, Menu and navigation buttons, Reset to XGA/720p and lock button, RS-232,IR Ethernet(OSD and Web pages), USB for firmware upgrading.
Make/Model	Kramer (VP 444) or equivalent

Item 11 : Laser Pointer complete for Slide/Presentation	
Standard Laser pointer in two different laser colours (Red & Green) with all slide/presentation controls and standard functions. Make/Model : Logitech or equivalent	

Item 12: Control Processor complete to control the equipments.	
Enterprise-class control system with Real time, pre-emptive multi-threaded/multitasking kernel; Transaction-safe Extended FAT file system; can supports up to 10 simultaneously running programs.	
MEMORY	
SDRAM	512 MB
Flash	4GB
Memory card	Support SD and SDHC cards upto 32 GB.
COMMUNICATION:	
Control Processor to control the equipment, Modular programming architecture, Industry Standard Ethernet & IP control & communication, RS-232/422/485 COM port with hardware & software handshaking	
Ethernet	10/100 Mbps, auto-switching, auto-negotiating, auto-discovery, full/half duplex, Industry-standard TCP/IP stack, UDP/IP, CIP, DHCP, SSL, TLS, SSH, SFTP, FIPS 140-2 compliant encryption, IEEE 802.1X, SNMP, IPv4 or IPv6, Active Directory authentication, IIS v.6.0 Web Server, SMTP e-mail client.
USB	Supports USB mass storage class devices via real panel USB 2.0 or above host ports, supports computer console via front panel USB 2.0 device port.
RS-232/422/485	For 2-way device control and monitoring, all ports support RS-232 up to 115.2 K baud with software handshaking, one port also supports RS-422/485 and hardware Handshaking.
IR/Serial	Support 1-way device control via infrared upto 1.2 Mhz or Serial TTL/RS-232 (0-5 volt) upto 115.2 k baud.
Relay OUTPUT	1-8 (2) 8-PIN 3.5 mm detachable terminal block comprising normally open relays Rated 1Amp/30 Volt AC/DC.
INPUT	1-8(1) 9-PIN 3.5 detachable terminal block comprising digital input/output or analog input ports.
DIGITAL INPUT	0-24 Volts with impedance 20k ohms.
DIGITAL OUTPUT	Max.24 Volts DC 250mA.
ANALOG INPUT	0-10 Volts DC Max. Impedance 21K ohms.
IR-SERIAL OUTPUT	(2) 8-PIN 3.5 mm detachable terminal block comprising(8) IR/Serial output Ports. IR output upto 1.2 Mhz, 1-way serial TTL/RS-232(0-5VOLTS)upto 115.2kbaud
COM 1	(1) 5-PIN 3.5 detachable terminal block Biddirectional RS-232PORTS;
COM2-3	(2) 3-PIN 3.5 detachable terminal block Biddirectional RS-232PORTS
MEMORY	SD or SDHC card slot accept upto 32 GB.
Make/Model	Crestron (CP3) or equivalent

Item 13: IR probes complete
IR probes for controlling the IR devices. Make/Model : Crestron (IR2) or equivalent

Item 14: Button Panel complete.
Button Panel - 8 button for Room control Make/Model : Crestron or equivalent

Item 15: Relay control Panel complete.	
Switch Channels	8 , for power switching
Maximum per channel	10 Amp incandescent
Relay Rating	10 Amp
-	Isolated class 1 SPST relays switch circuits 1-8, 10Amps
	supports 120 to 240 Volt 50/60 Hz/Override input
Make/Model	Crestron (DIN 8SW8) or equivalent

Item 16: AV Rack complete for above AV equipment's	Standard 24U 19" enclosed Rack with easily movable (wheels), with suitable Power Sockets, Dual Fan, 2x Tray, with Lock & key facility and with all required accessories. Make/Model : HCL or equivalent
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Item 17: 3 KVA online UPS complete with maintenance free batteries.	
3KVA Online Smart UPS, Sine Wave, Rack mountable with maintenance-free Batteries for standard Backup time (30 minute) at full load with rack (if required).	
Nominal Input voltage	230 Volt
Input frequency	40-70 Hz
Input Voltage	100-285 V
Input power factor	0.98
Input Protection	Circuit Breaker
Nominal Output voltage	230 Volt
Efficiency at full load (Double conversion, AC-AC)	>93 %
Waveform	Sine wave
Bypass Type	Internal Bypass (Automatic & Manual), self powered
Make/Model	APC (SRC3KUXI) or equivalent

Item 18: Cable, Connectors etc. as required.	
Fire retardant fire proof and should be compliant to industry safety norms.	
Make/Model: Any reputed make.	

NOTE: If tenderer is offering the equipment other than the make/model mentioned in Technical specification, he is required to submit Technical specification of the same. These will be evaluated for its fulfilling the Technical specification and non fulfilment of Technical specification will render their offer rejected. Non submission of technical specification by Tenderer shall be taken that he is offering the same make/model as specified in the Technical specification

SECTION - 7
SCHEDULE OF RATE AND QUANTITIES

**Name of Work: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
AUDIO-VISUAL FACILITIES FOR 3RD FLOOR CONFERENCE
ROOM OF DFCCIL CORPORATE OFFICE NEW DELHI.**

Tender No.: HQ/GGM/S&T/WC/3RD FLOOR CONF. ROOM AV

S No	Item Description	Qty.	Unit Price		Total Price (in Rs.)
			Excluding taxes (in Rs.)	Taxes (in Rs.)	
		(a)	(b)	(c)	a*(b+c)
1	Supply of Interactive Projector complete with Pen & finger touch functionality, HDMI, VGA, USB connectivity along with two pens, as per Technical Specifications.	01 No.			
2	Supply of Matte high quality White Board (of approx. 100 inch diagonal) with Pen tray complete, as per Technical Specifications.	01 No.			
3	Supply of Wireless Lapel Microphone complete set with Base Unit, Belt Pack & Collar Mic, as per Technical Specifications.	02 No.			
4	Supply of Goose neck table Microphone 40cm neck complete with base unit, Stand & press to talk button, as per Technical Specifications. RF shielding against intermodulation from wireless equipment /devices is must.	25 Nos.			
5	Supply of Digital Signal Processor 12 channel complete, as per Technical Specifications including power cord, user manual, software.	01 No.			
6	Supply of Digital Signal Processor 16 channel complete, as per Technical Specifications including power cord, user manual, software.	01 No.			
7	Supply of Ceiling Speakers complete, as per Technical Specifications.	06 Nos.			
8	Supply of High End, very dynamic 2 channel low impedance power amplifier, black, 2U 19" rack mounted complete, as per Technical Specifications.	01 No.			
9	Supply of Cable Cubby complete to meet system requirement, as per Technical Specifications.	03 No.			
10	Supply of Presentation Switcher Cum Scalar complete, as per Technical Specifications.	01 No.			
11	Supply of Laser Pointer complete, as per Technical Specifications.	02 No.			
12	Supply of Control Processor complete to control the equipments, as per Technical Specifications.	01 No.			
13	Supply of IR probes complete, as per Technical Specifications.	02 No.			
14	Supply of Button Panel complete, as per Technical Specifications.	01 No.			
15	Supply of Relay control Panel complete, as per Technical Specifications.	01 No.			

16	Supply of AV Rack complete for above AV equipment's	01 No.			
17	Supply of 3 KVA online UPS complete, as per Technical Specifications, with maintenance free batteries.	01 No.			
18	Supply of Cable, Connectors etc. as required, as per Technical Specifications.	01 Lot			
19	Installation, cabling/wiring, software Programming, Testing and Commissioning.	01 Lot			
Grand Total (in figure)				Rs.	
Grand Total (in words)		Rupees			

Note: -

1. Rate quoted by the tenderer shall be firm & inclusive of all taxes and duties leviable. The price shall include loading, unloading, handling of material, banker's charges, Insurance premiums, any fee to comply statutory labour laws and other incidental charges etc. The tenderer is advised to mention the unit price (excluding taxes) and taxes considered on unit price.
3. The bill of quantities shall be read in conjunction with the Instructions to Tenderer, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings & other documents forming part of tender documents.
4. General directions & descriptions of work & materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before quoting rates in the Bill of Quantities.
5. The quantities given in the Bill of Quantities are indicative, estimated & provisional, & are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered & carried out, as measured by the Contractor & verified by the Engineer & valued at the accepted rates, where applicable & otherwise at such rates & prices as the Engineer may fix within the terms of Contract.
6. The rates & prices tendered in the priced Bill of Quantities shall accept in so far as it is otherwise provided under the Contract, including all tool & plant, labour supervision, materials, transportation, erection, maintenance, insurance, profit, taxes & duties together with general risks, liabilities & obligations set out or implied in the Contract.
7. Rates shall be entered by the tenderers in figures.

Signature of the Tenderer(s)

Address:

Date: