



डेडीकेटेड फ्रेट कोरीडोर

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

Tender No.: HQ/EL/Maint./HRW/Repair/2018-19/21
(participation through www.tenderwizard.com/DFCCIL only)
(Tenderwizard helpdesk: 011- 49424365)

TENDER DOCUMENT
[SINGLE TENDER/OEM BASIS]

Name of Work:

**Repair and Maintenance of 05 Heat Recovery Wheel
(HRW) in fresh Air inlet/outlet system of HVAC at
Corporate Office, DFCCIL, New Delhi**

Corporate Office

**Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan Metro Station Building Complex
New Delhi-110001**

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CHECK LIST

List of documents to be uploaded during submission of Tenders online on www.tenderwizard.com/DFCCIL	
1	'Cost of Tender document' (mandatory) in the prescribed form.
2	'Earnest Money Deposit' (mandatory) in the prescribed form.
3	Filled up Annexure – I and documents in support of Eligibility Criteria as per clause 4.1 (mandatory). [not required for the subject work]
4	The Covering Letter as per format given in the Section 2. (mandatory)
5	Corrigendum(s), if any. (mandatory)
6	Certified Copy of Registration of Firm/Company, Partnership deed/Memorandum and Articles of Association of the firm, as applicable. (mandatory)
7	Power of Attorney of the person whose digital signature has been used for online submission of tender photocopy duly attested by Notary Public as per clause 3.10. (mandatory)
8	Copy of GST no. (mandatory) in the name of tenderer.
9	PAN of Company/Proprietor/Partner(s), as applicable.
10	NEFT mandate form/bank details.
11	Filled up Financial offer ('financial_offer.xls') to be uploaded in e-tender portal i.e.,

Note:

- (i) Sr.No.1-10: Scan copy of the original documents should be uploaded in 'Document Library'.
- (ii) Sr. No. 11: Only the downloaded 'financial_offer.xls' file (do not change file name) should be uploaded after filling and saving. Do not upload scanned copy of 'financial_offer.xls' in 'Document Library'.



SECTION - 1

NOTICE INVITING TENDER NO. 01/2018

1.	Tender no.	: HQ/EL/Maint./HRW/Repair/2018-19/21
2.	Name of Work	: Repair and Maintenance of 05 Heat Recovery Wheel (HRW) in fresh Air inlet/outlet system of HVAC at Corporate Office, DFCCIL, New Delhi.
3.	Completion Period	: 03 weeks from the date of issue of Letter of Acceptance.
4.	Estimated cost of work	: Rs. 6,00,000/- (Rupees Six Lac Only). Estimated cost of the work is inclusive of all taxes (GST etc.), duties, transit insurance, freight, loading-unloading and shifting.
5.	Cost of Bid Document	: INR 2,360/- (Rs. Two Thousand Three Hundred Sixty only). (Tender Fee Rs 2000/- & 18% GST Rs. 360/-, non-refundable), tender offer without cost of bid document will be rejected)
6.	E-Tender processing fee	: 0.1% of the estimated cost of work. Minimum – INR 750/- . Maximum – INR 7,500/- (payable to M/s ITIL, online)
7.	Bid Security	: Rs. 12,000/- (Rupees Twelve Thousand Only)
8.	Performance Security	: 5% of the Contract Agreement value (tender document clause no. 4.2)
9.	Retention Money	: 5% of the Contract Agreement value (tender document Clause no. 4.3)
10.	Validity of Offer	: 120 days from the date of opening of tender
11.	Address for communication	: GGM/EL/TS, Dedicated Freight Corridor Corporation of India Ltd., Room No. 422, 4th floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Phone: 23454743; Mobile: 9717636845 Centralised Fax: 23454701
12.	e-tendering website:	: www.tenderwizard.com/DFCCIL
13.	Uploading of NIT & tender document	: 23.01.2019
14.	Last date & time of tender submission	: 05.02.2019 at 15.00 hrs.
15.	Last date of submission of original documents viz. Bid Security & cost of bid document in the tender box.	: 05.02.2019 at 15.00 hrs.
16.	Date & time of tender opening	: 05.02.2019 at 15.30 hrs.


22/01/19
GGM/EL/TS
DFCCIL



SECTION - 2
FORMAT FOR SUBMISSION OF TENDER OFFER

Tender No.: _____
Name of Work: _____

To
The Group General Manager/Electrical/Technical Services/DFCCIL,
Acting through the Managing Director/DFCCIL, New Delhi.

Ref: This office NOTICE INVITING TENDER NO. 01/2018

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 **120 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for DFCCIL, New Delhi, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **03 weeks** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the **Indian Railways/ DFCCIL Standard 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/Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.

3. A sum of ₹ _____ has already been deposited online 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 submit the Performance Guarantee within the time specified in the Tender document;

(b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and

(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Earnest Money.

5. 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:

1)

2)

Signature of Tenderer(s)

Date:

Address of Tenderer(s)

SECTION - 3
INSTRUCTIONS TO TENDERER(S)

3.1 General

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a Govt. of India (Ministry of DFCCIL) Enterprise, invites **online tenders** under single packet system for the execution of work of 'Repair and Maintenance of 05 Heat Recovery Wheel (HRW) in fresh Air inlet/outlet system of HVAC at Corporate Office, DFCCIL, New Delhi'.

- 3.1.1 The subject tender has been invited on single tender/OEM basis. Therefore, only the nominated tenderer can quote against the subject work. Others tenderers need not quote against the subject work.

3.2 DFCCIL Bank Details:

Not used.

3.3 Eligibility Criteria:

No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.

3.4 Submission of E-Tender:

- 3.4.1 NIT/Tender documents can be viewed/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) must visit www.tenderwizard.com/DFCCIL before due date & time and ensure that their tender offer is in compliance of such addendum (s)/corrigendum(s).

- 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 Document obtaining process:

- 3.5.1 It is mandatory for all Tenderer(s) to have class-III digital signature certificate (in the name of person who will submit the online tender and have power of attorney to do so) from any of the licensed certifying agency ("CA") [Tenderer(s) can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of DFCCIL.



- 3.5.2 To participate in e-tender, it is mandatory for Tenderer(s) to get themselves registered with www.tenderwizard.com and to have user ID & password. Payment of Registration fee and Tender Processing Fee to M/s ITI Ltd. can be done through www.tenderwizard.com/DFCCIL.
- 3.5.3 www.tenderwizard.com/DFCCIL, is the ONLY website for submission of tender offer. 'Vendor Manual' containing the detailed guidelines for e-tendering system is available on www.tenderwizard.com/DFCCIL.
- 3.5.4 Cost of tender document shall be paid to DFCCIL. Mode of payment will be Cheque/DD. The original Cheque/DD will be submitted to DFCCIL and scan copy of the same will be uploaded in the E-procurement portal at the time of bidding.
- 3.5.5 E-Tender processing fees shall be paid online to M/s ITI Limited through www.tenderwizard.com/DFCCIL.
- 3.5.6 With the payment of processing fee, Tenderer(s) can download the 'financial offer' file (Microsoft Excel file 'financial_offer.xls').
- 3.6 Tender submission process:**
- 3.6.1 At first Tenderer(s) are advised to upload scan copy of the documents mentioned in 'Check List' in 'document library' at www.tenderwizard.com/DFCCIL. On-line tender offers not accompanied with mandatory documents as per the checklist will be summarily rejected.
- 3.6.2 After uploading above documents, Tenderer(s) should download 'financial_offer.xls' file, quote their rates in the applicable field and save it. After saving, Tenderer(s) can upload the filled up 'financial_offer.xls' file. **Name of the downloaded 'financial_offer.xls' file must not be changed.**
- 3.6.3 Tenderer(s) must submit the original document of 'cost of tender document' and 'BID SECURITY' in the tender box kept for the purpose at the address mentioned in NIT (Section-1) before tender closing date & time. Tender offer of those Tenderer(s) who fails to comply with the same will be rejected. Other applicable documents mentioned in the 'Check List' should also be submitted.
- 3.7 Modification / Substitution/ Withdrawal of Tender document:**
- 3.7.1 Tenderer(s) may modify, substitute or withdraw their tender offer after submission prior to tender closing date & time. No Bid shall be modified, substituted or withdrawn by tenderer(s) after tender closing date & time.
- 3.7.2 Any alteration/modification in the tender offer or additional information supplied subsequent to tender closing date & time, unless the same has been expressly sought for by DFCCIL, shall be disregarded.
- 3.7.3 For modification of financial offer, tenderer(s) has to detach its previous offer from www.tenderwizard.com/DFCCIL and then upload/resubmit digitally signed modified tender offer.
- 3.7.4 For withdrawal of tender offer, tenderer(s) has to click on withdrawal icon at www.tenderwizard.com/DFCCIL.
- 3.7.5 Before withdrawal, it may specifically be noted that after withdrawal of a tender offer, for any reason, tenderer(s) cannot re-submit their tender again.

3.8 Signing of tender and completing Financial offer:

3.8.1 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.

3.8.2 For participating in the tender, the **authorized signatory holding Power of Attorney shall be the Digital Signatory**. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive and will be rejected

3.9 Deadline for submission of tender:

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

3.10 Partnership Deeds, Power Of Attorney etc:

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Joint Venture (JV) / Registered Society / Registered Trust etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

(ii) In case tenderer is other than sole proprietorship firm, following documents shall be submitted by the tenderer:

(a) Partnership Firm: The tenderer shall submit (i) a copy of Partnership Deed and (ii) a copy of Power of Attorney (duly registered as per prevailing law) in favour of an individual to sign the tender documents and create liability against the Firm.

(b) Joint Venture (JV): The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet).

(c) Company registered under Companies Act-2013: The tenderer shall submit (i) the copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and (ii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(d) LLP (Limited Liability Partnership) Firm: If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the tenderer shall submit alongwith the tender- (i) a copy of LLP Agreement, (ii) a copy of Certificate of Incorporation; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP Firm in favour of the individual to sign the tender on behalf of the LLP Firm and create liability against the Firm.

(e) Registered Society & Registered Trust: The tenderer shall submit (i) a copy of the Certificate of Registration, (ii) Deed of Formation; and (iii) a copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society etc. shall be neither asked nor considered, if submitted.

(v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

f) The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of 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 authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, 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:

3.11.1 **Employer:** 'DFCCIL' with its address as given in the Notice Inviting Tender.

3.11.2 **Contractor:** The successful Tenderer(s) to whom the work is awarded shall become the 'Contractor' for the execution of this work.

3.11.3 Throughout these Tender documents, the terms "Tender document and tender form" and their derivatives ("Tender"/ "Tenderer(s)", "Tender document/Tender", "Tender documents/Tendering", etc are synonymous. Day means calendar day. Singular also means plural.

3.12 **Cost of Tender documenting & submission:**

3.12.1 Tenderer(s) shall bear all costs associated with the preparation and submission of the online Tender document and the Employer will in no case be responsible or liable for these costs regardless of the outcome of the Tender documenting/submission process.

3.12.2 Tenderer(s) are 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.

3.13 Understanding Tenderer(s)'s Obligations and Liability:

3.13.1 Tenderer(s) 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.

3.13.2 Tenderer(s) is/are advised to visit and examine the site, before submission of tender, where the work is to be executed and its surroundings or other areas as deemed fit by Tenderer(s) 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 Tenderer(s) own expenses. It is a condition of the tender that Tenderer(s) is/are deemed to have visited the site and satisfied himself with all the conditions prevailing, including any difficulties for executing the work.

3.13.3 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(s), amend the Tender documents by issuing Corrigendum, which shall be part of the Tender documents.

3.14 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.

3.15 Language of Tender: The tender prepared by Tenderer(s) and all documents related to the tender shall be written in English.

3.16 Bid Security:

i) Each bidder shall furnish bid security as a part of his bid at the following rates:

- a) Two percent of the estimated cost for works up to Rs. 20 crore (subject to a maximum of Rs. 30 lacs).
- b) One and one-half percent of the estimated cost for works between Rs. 20 crore to Rs. 50 crore (subject to a maximum of Rs. 50 lacs).
- c) One percent of the estimated cost for works above Rs. 50 crore.

ii) The Bid security shall be in favour of DFCCIL and may be in the following forms.

- a) For work upto Rs. 50 crores Bankers Cheque/Demand Draft/FDR from Nationalised/Indian Scheduled Commercial Bank.
- b) For work above Rs. 50 crores
 - i) FDR/Bankers Cheque/Demand Draft from Nationalised/Indian Scheduled Commercial Bank upto Rs. 2 crore.
 - ii) Bank Guarantee on approved format from Nationalised/Indian Scheduled Commercial Bank beyond Rs. 2 crore.

- iii) The bank guarantee shall be got confirmed from the bank preferably by sending a letter per bearer. The name of the bearer and the dates etc. should be clearly on record.
- iv) All such BGs and bid security received shall be maintained by the concerned Finance Officers in the Field or Corporate Office. It shall be the responsibility of the concerned Finance Officer to monitor the validity of the BGs (a register shall be maintained for this purpose) and ensure extension of the validity of the BGs in terms of the contract. Such BGs shall be released strictly in terms of the contract with the approval of the Competent Authority.
- v) Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall remain valid for 90 days beyond the validity of the bid.
- vi) The bid security may be forfeited:
 - i) if the bidder withdraws his bid during the period of bid validity;
 - ii) if, the bidder does not accept the correction of his bid price,
 - iii) In the case of a successful bidder, if he fails, within the specified time limit to Furnish the required performance security or Sign the Agreement.
- vii) Bid security of the unsuccessful bidders should be discharged/ returned without interest as promptly as possible. The Bid security of the successful bidder shall be converted to Retention Money when he has signed the Agreement and furnished the required performance security.
- viii) Any Bid not accompanied by requisite bid security shall be summarily rejected as nonresponsive.

3.17 Validity of tender offer:

- 3.17.1 The tender shall remain valid for the period of **120 days** after the date of the opening of the tender. If Tenderer(s) gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 3.17.2 Notwithstanding the above clause, Employer may solicit Tenderer(s)'s consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

3.18 Acceptance/Rejection of Tender:

- 3.18.1 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.
- 3.18.2 Tenderer(s) 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. BID SECURITY Deposit of such Tenderer(s) shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 3.18.3 The transfer of tender documents issued to a Tenderer(s) to another Tenderer(s) is/are not admissible.

3.19 Withdrawal of tender:

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

3.20 Canvassing

No Tenderer(s) is/are permitted to canvass to Employer on any matter relating to this tender. Any Tenderer(s) found doing so may be disqualified and his Tender document may be rejected.

3.21 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 Tenderer(s) or any obligation to inform affected Tenderer(s), the grounds of such action.

3.22 Award of contract

3.22.1 Employer/Engineer shall notify the successful Tenderer(s) in writing through Letter of Acceptance (LoA) by email/Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.

3.22.2 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 a formal contract agreement is signed.

3.23 Ineligibility to participate in re-tenders/future cases

Notwithstanding anything contained above, if a Tenderer(s) withdraws from an offer after having been declared a preferred Tenderer(s) or after 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 Tenderer(s) 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 Tenderer(s) ineligible for participation in all future tenders for a further period of 2 (two) years.

3.24 Declaration of non-performance or ban status.

Tenderer(s) are not eligible to participate in the tender process under the following conditions:

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

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

3.24.3 Accordingly, Tenderer(s)'s are required to submit an affidavit declaring their status of non-performance or debarment.

3.25 Details of disputed status of ban/non-performance

Tenderer(s)'s 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.

3.26 Non Eligibility of Bidders:

- 3.26.1 A firm that has been engaged by DFCCIL to provide consulting services for the preparation or implementation of a project, and any of its affiliates (Associates, Subsidiary, JV Partner), shall not be eligible for subsequently providing goods or works (other than a continuation of the firm's earlier consulting services) for the same project.
- 3.26.2 Government-owned enterprises may participate in Railway/DFCCIL funded projects. For others the rules of Lending Agencies have to be followed.
- 3.26.3 A firm declared ineligible by DFCCIL or Railways for indulging in corrupt or fraudulent practices shall be ineligible to bid for DFCCIL's project during the period determined.
- 3.26.4 A firm determined non-performing by DFCCIL shall not be eligible to bid during the period so determined

3.27 Tenderer(s) to be fully responsible for consequences of misrepresentation.

- 3.27.1 Any suppression of information & misrepresentation will render Tenderer(s) ineligible for the tender along with the forfeiture of BID SECURITY. Tenderer(s) will also be liable for disqualification for future tenders of DFCCIL for a period of 2 years.
- 3.27.2 If any suppression of information & misrepresentation is found after the award of Contract, the Contract will also be terminated with forfeiture of BID SECURITY, PG & SD (if any). The Contractor will also be disqualified for future tenders of DFCCIL for a period of 2 years.
- 3.27.3 The Contractor shall fulfill the requirements of Clause no. 29 of Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2010.

SECTION - 4

SPECIAL CONDITIONS OF CONTRACT

4.1 ELIGIBILITY CRITERIA

- 4.1.1 No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.
- 4.1.2 Tenderer Credentials.
Not used.

4.2 PERFORMANCE SECURITY

- 4.2.1 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 5% (five percent) of the contract price. The Performance Security to be provided by the successful bidder in the form of a bank guarantee as per prescribed format shall be issued from any Nationalized/ Indian Scheduled Commercial Bank. In case of Joint Venture (JV), the Bank Guarantee towards performance security shall be provided by JV.
- 4.2.2 The Bank Guarantee for performance security shall remain valid until a date 60 days (or as specified in the Contract) after expiry of Defects Liability Period.
- 4.2.3 The Bank Guarantee for performance security shall be submitted invariably in the format given in the Bidding Document.
- 4.2.4 The performance security shall be released 21 days after issue of performance certificate.

4.3 RETENTION MONEY

- 4.3.1 The Bid Security of successful bidder shall be retained by DFCCIL as part of Security for the faithful fulfilment of the contract by the contractor. In addition, a retention amount equal to 10% of each bill shall be retained till the total security available is 5% of contract amount.
- 4.3.2 The Bidder may, at his option, replace the retention amount with an unconditional bank guarantee from the bank acceptable to DFCCIL at the following stages:
 - a) After the amount reaches half the value of the limit of retention money
 - b) After the amount reaches the maximum limit of retention money.
- 4.3.3 One-half of the retention money (or bank guarantee, which replaced retention money) shall be released on the issue of Taking-over Certificate; if the Taking-over Certificates are issued in parts, then in such proportions as the Engineer may determine, having regard to the value of such part or section. The other half of the retention money (or bank guarantee, which replaced retention money) shall be released upon expiration of Defects liability period of the Works or final payment whichever is earlier on certification by the Engineer. In the event of different Defect Liability Periods being applicable to different sections or parts, the expiration of Defect Liability Period shall be the latest of such periods.

4.4 PRIORITY OF DOCUMENTS

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:

- 4.4.1 Contract Agreement
- 4.4.2 Letter of Acceptance
- 4.4.3 Tenderer(s) accepted Tender offer
- 4.4.4 Conditions of Particular Application
- 4.4.5 Special/Specific/Technical Conditions
- 4.4.6 General Conditions of Contract
- 4.4.7 Drawings
- 4.4.8 Priced Bill of Quantities
- 4.4.9 Any other Document forming part of the Contract

4.5 INDEMNITY BY THE CONTRACTOR

The Contractor shall indemnify and save harmless the 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 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.

4.6 SUPPLY OF WATER AND ELECTRIC POWER

Water and Power supply required for the work shall be given 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.

4.7 PRICES

- 4.8.1 Rate quoted in the financial offer (financial_offer.xls) shall be firm and fixed. No cost escalation will be allowed on any account during the entire period of Contract.
- 4.8.2 The rates quoted shall include all taxes (GST etc.), duties and levies, bank charges, loading/unloading, freight & insurance etc.

4.8 PERIOD OF COMPLETION OF WORK:

Period of completion shall be **03 weeks** from the date of issue of Letter of Acceptance.

4.9 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.

4.10 WARRANTY:

Warranty of material and works shall be 12 months from the date of commissioning of each outdoor system and taken over by DFCCIL as certified by DFCCIL. During this period, any failure of air-conditioning system due to improper materials & bad workmanship shall be attended free of cost by the Contractor.

4.11 PAYMENT TERMS

4.12.1 No advance payment shall be made.

4.12.2 'On Account' payment for Sr. No.1 of 'Schedule of Rate and Quantities', Section-7, shall be made as under:

4.12.2.1 80% of accepted rate of supply of material on successful testing, acceptance & receipt of material at site.

4.12.2.2 Balance 20% of accepted rate of supply on successful installation, testing & commissioning after completion of entire work and taken over by DFCCIL

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

4.12.4 'Security Deposit' will be recovered by percentage deduction from the Contractor's "on account" bills, as mentioned in clause 4.4.

4.12.5 Payment to the Contractor shall be made through Electronic Clearing System (ECS). The contractor shall submit complete bank details/NEFT mandate form issued by their Bank.

4.12.6 Tax deducted at source (e.g. work contract tax, cess, income tax and other statutory deductions) will be deducted from the payment due to the contractor as per rules of the state/central government.

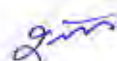
SECTION – 5

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

5.1 DEFINITIONS

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- 5.1.1 **"Client or Principal Employer or Owner"** means the Department, Organization, individual, firm, company, J.V. or Consortium who awarded the work to Dedicated Freight Corridor Corporation of India Limited for execution of the project of which the works is a part, and shall include its heirs, executors, legal representatives etc.
- 5.1.2 **"Employer"** means the Dedicated Freight Corridor Corporation of India Limited, A Govt. of India (Ministry of DFCCIL) Enterprise (DFCCIL in abbreviation) acting through its Managing Director or any other authorised officer and shall include their legal successors in title and permitted assignees.
- 5.1.3 **"Engineer or Engineer in Charge"** means 'Group General Manager/Electrical/Technical Services' or 'GM/EL/TS' to act on behalf of 'Employer' for the purpose of operating the contract.
- 5.1.4 **"Engineer's Representative"** means any official nominated from time to time by the Engineer to act on his behalf.
- 5.1.5 **"Contractor"** means the individual, firm, Company, Corporation, Joint Venture, or Consortium whether incorporated or not, who enters into the Contract with the Employer/Engineer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- 5.1.6 **"Contractor's Representative"** shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorised under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- 5.1.7 **"Sub-Contractor"** means the individual, firm, Company, Corporation, Joint Venture or Consortium, having direct Contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- 5.1.8 **"Other Contractors"** means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a Contract directly or indirectly with the Client/Employer/Engineer other than the Contractor.
- 5.1.9 **"Tenderer(s)" or "Tender"** means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a Tender document/tender.
- 5.1.10 **"Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.

- 5.1.11 **"Contract"** shall mean and include the Agreement or Letter of Acceptance, the accepted Schedule of Rate & Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Tender document, Instructions to Tenderer(s), Drawings, Specifications and other Tender Documents.
- 5.1.12 **"Tender or Tender document"** means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, Joint Venture or Consortium for the execution of the works.
- 5.1.13 **"Specifications"** means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Engineer.
- 5.1.14 **"Drawings"** means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Engineer.
- 5.1.15 **"Schedule of Rate & Quantities (BOQ)"** means list of items of work, their quantities and rates.
- 5.1.16 **"Original Contract Value"** means the sum stated in the letter of Acceptance/Contract Agreement.
- 5.1.17 **"Contract Value"** means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- 5.1.18 **"Temporary Works"** means all enabling works of every kind required for the execution of the works.
- 5.1.19 **"Permanent Work(s)/ Work(s)"** means the works (other than temporary works) to be executed in accordance with the Contract or part/s thereof as the case may be and shall include extra or additional, altered or substituted items of work as required for performance of the Contract.
- 5.1.20 **"Construction Plant"** means all machinery, appliances or things of whatsoever nature required for the execution, completion and maintenance of the works, but does not include material or other things intended to form or forming part of the permanent works.
- 5.1.21 **"Site"** means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/Employer/Engineer for the purpose of the Contract.
- 5.1.22 **"Material/s"** means all equipment, components, fittings and other materials including raw materials, which form part of the permanent works.
- 5.1.23 **"Test"** means such tests as prescribed in the Contract or by the Engineer or Engineer's Representatives, whether performed by the Contractor or by the Engineer or his Representative, or any agency approved by the Engineer.
- 5.1.24 **"Approval or Approved"** means approval in writing including subsequent written confirmation of previous verbal approval.
- 5.1.25 **"Defect Liability Period"** means the specified period of defects liability from the date of completion of the work as certified by the Engineer.
- 5.1.26 **"Letter of Acceptance"** means the letter from the Employer or the Engineer to the Contractor, conveying acceptance of the Tender.
- 5.1.27 **"Month"** means the Gregorian calendar month.

- 5.1.28 **"Day"** means the calendar day.
- 5.1.29 **"Time"** expressed by hours of the clock shall be according to the Indian Standard time.
- 5.1.30 **"Tender Date"** means closing date fixed for receipt of tenders as per notice inviting tender or extended by subsequent notification.
- 5.1.31 **"Rupees"** (or Rs. in abbreviation) shall mean Rupees in Indian currency.
- 5.2 HEADING AND MARGINAL NOTES**
- 5.2.1 The headings and marginal headings in these Standard 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 the contract.
- 5.2.2 **Notices, Consents, Approvals, Certificates and Determination.**
Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.
- 5.2.3 **Singular, Plural and General**
Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.
- 5.3 COMMUNICATION AND LANGUAGE OF CONTRACT**
- 5.3.1 **Communication to be in writing**
All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
- 5.3.2 **Language of Contract**
The Contract document shall be drawn up in English.
- 5.3.3 **Laws Governing the Contract**
The Contract shall be governed by the laws in force in India.
- 5.3.4 **Inspection of site and site data:**
- 5.3.4.1 The Employer/Engineer shall make available with Tender Documents such data on hydrological and sub-surface conditions, if any, obtained from investigations undertaken relevant to the works. The tender shall be deemed to have been based on such data, if provided, but the Contractor shall be responsible for his own interpretation of all such data.
- 5.3.4.2 The Contractor shall be deemed to have inspected and examined the site and information available in connection therewith and to have satisfied himself fully before submitting his Tender document about the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he may require. He shall also be deemed to have obtained all necessary information regarding risks, contingencies and all other circumstances which may influence or affect the contract.

5.4 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.

5.5 INSURANCE

- 5.5.1 Depending on the nature of work, Contractor's All Risk (CAR) shall be obtained by Employer/Engineer at his own cost as per the requirement. Employer/Engineer may take necessary add on covers and voluntary excess specified elsewhere in the contract, which shall be binding on the Contractor. At the time of taking policy, possible time over-run, if any, may be taken into account in deciding the period/validity of the policy. The above insurance shall cover the risks normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the Contractor.
- 5.5.2 Contractor's claims, if any, shall be entertained within the scope of Insurance policy taken by Employer/Engineer. This will be subject to:
 - 5.5.2.1 Risk covered and voluntary excess selected by Employer/Engineer.
 - 5.5.2.2 Claims on realization shall be passed to the Contractor according to value of the claims accepted by the insurance company for his damaged portion of work after deducting 15% towards services rendered by Employer/Engineer for processing the claim(s). The amount so disbursed to the Contractor(s) shall be limited to the amount calculated on the basis of his accepted rates in the contract with the Employer/Engineer.
- 5.5.3 Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and Employer from reputed companies under the following requirements:
 - 5.5.3.1 Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.
 - 5.5.3.2 Construction Plant, Machinery and Equipment brought to site by the Contractor.
 - 5.5.3.3 Any other insurance cover as may be required by the law of the land.
- 5.5.4 The Contractor shall provide evidence to the Employer/Engineer before start of work at site that the insurances required under the contract have been affected and shall within 60 days of the commencement date, provide the insurance policies to the Employer/Engineer. The Contractor shall, whenever, called upon, produce to the Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.
- 5.5.5 The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.
- 5.5.6 The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor.

The Contractor shall indemnify and keep indemnified the Employer/Engineer against all such damages and compensation for which the Contractor is liable.

5.5.7 The Policies of the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

5.5.8 If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Engineer in the insurance policies mentioned above, then in such cases, the Engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the Engineer in this regard from the payment due to the Contractor or from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

5.6 COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR

5.6.1 Instructions in writing:

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any instructions orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instruction given by the Engineer, whether before or after carrying out of the instructions shall be deemed to be instructions within the meaning of this sub-clause. The Contractor shall also be bound to carry out any instructions issued by Client as confirmed in writing by the Engineer.

All certificates, notices, written orders or letters, to be given by the Employer or the Engineer to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his authorised representative, or delivered or left at or posted to the given address of the Contractor or Contractor's registered office or principal place of business. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

5.6.2 Notices to Employer and Engineer:

All notices to be given to the Employer or to the Engineer, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same, to the respective nominated addresses.

5.6.3 Change of Address:

Either party may change the nominated address by prior written notice to the other party.

5.6.4 Change in constitution of Firm:

In case of any change in the constitution of Contractor's firm, the same shall forthwith be notified by the Contractor to the Employer.

5.7 GENERAL OBLIGATIONS OF THE CONTRACTOR

- 5.7.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Employer's requirements, the Contractor's proposal and schedules or is implied by the Contract, or arises from any obligation of the Contractor and all works not mentioned specifically in the Contract but which may be inferred to be necessary for stability or completion or safe, reliable and efficient operation of the Works. The Contractor shall remedy any defects in the Works, as directed by the Engineer.
- 5.7.2 The Contractor shall design, manufacture, procure, supply, execute, install, complete, test (including Integrated Testing) and commission the Works, including providing Construction and/or Manufacture Documents within the Time for Completion and shall remedy the defects within the Contract Period. The Contractor shall provide all superintendence, labour, Plant, Materials, Contractor's Equipment, Temporary Works etc. required.
- 5.7.3 Before commencing design, the Contractor shall satisfy himself regarding the Employer's Requirements (including design, criteria and calculations etc.) and the items of reference mentioned in the contract. The Contractor shall give notice to Engineer of any error, fault, or other defect in the Employer's requirements or such items of reference. After receipt of such notice, the Engineer shall determine whether Contract Clause shall be applied and shall notify the Contractor accordingly.
- 5.7.4 The Contractor shall be responsible for the adequacy, stability and safety of all site operations and of all methods of construction, manufacture and all Works irrespective of any approval or consent of the Engineer. The Contractor shall, whenever required by the Engineer, submit details of the arrangement and methods which the contractor proposes to adopt for the execution of the works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.
- 5.7.5 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless stated in Special Conditions of contract:
- 5.7.5.1 The Contractor shall submit to the Engineer the Contractor's document for the part in accordance with the procedures specified in the Contract;
- 5.7.5.2 These Contractor's Documents shall be in accordance with the specifications and Drawings, shall be written in the language for communications defined in and shall include additional information required by the Engineer to add to the Drawings for coordination of each party's designs;
- 5.7.5.3 The Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and;
- 5.7.5.4 prior to the commencement of the Tests on completion, the Contractor shall submit to the Engineer the "as-built" documents and operation and maintenance manuals without any extra cost in accordance with the Specifications and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works.

- 5.7.5.5 Such part shall not be considered to be completed for the purposes of issue of Completion Certificate until these documents and manuals have been submitted to the Engineer.
- 5.7.6 The Contractor is responsible for ascertaining and securing at his own cost.
- 5.7.6.1 Conditions affecting the proper transportation, disposal, handling and storage of materials (including but not limited to hazardous toxic substances and excavated materials).
- 5.7.6.2 Availability and costs of electricity, water and gas
- 5.7.6.3 Availability and rates of employment of skilled and unskilled manpower
- 5.7.6.4 The character and quantum of equipment and facilities needed preliminary to and during the design, procurement, manufacture, installation, execution, testing (including Integrated Testing) and commissioning of the Works and remedying of any defect.
- 5.7.6.5 The protection of the environment and adjacent structures which will be necessary preliminary to and during the design, procurement, manufacture, installation, execution, testing (including Integrated Testing) and commissioning of the Works and remedying of any defect.
- 5.7.6.6 The location of and the authorization required for and the means of diversion and facilities required for the purposes of the Works.

5.8 COMMENCEMENT OF WORK

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.

5.9 ACCESS TO SITE OF WORK

5.9.1 Access to Engineer:

The Engineer or the Engineer's Representative, shall at all times have access to the works and to all workshops and places, where work is being performed and from where materials, manufactured articles or machinery are being obtained for the works, and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

5.9.2 SETTING OUT

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.

5.9.3 **BARRICADING & PROTECTION OF WORK**

The works are to be protected with the help of barricading or otherwise as necessary or asked by the Engineer in charge for upkeep of environmental conditions. Protection is required for all hazardous works. The cost of such provision shall be deemed to be included in the cost & nothing extra shall be paid for the same

5.9.4 **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 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, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

5.9.5 **EMERGENCY WORKS**

In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the work which in the opinion of the Engineer require immediate attention the DFCCIL may be its own workmen or other agency execute or partly execute the necessary work or carryout repairs if the Engineer considers that the successful Tenderer(s) is/are not in a position to do so in time and charge the cost thereof, as to be determined by the DFCCIL, to the successful tenderer.

5.9.6 **MODIFICATION**

The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or diminish or reduce the work or make any alteration in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of material for the execution thereof or order any additional works to be done or any work not be done and the successful Tenderer(s) will not be entitled to any compensation for any increase /reduction in the quantities of works but will be paid for the actual amount of work done and for approved materials supplied against a specific order.

5.9.7 **COMPLETENESS OF WORK**

- 5.9.7.1 Tenderer(s) should be a total solution provider and shall cover the total scope of the Contract. Tenderer(s) shall ensure availability of all technical expertise, manpower resources, availability of spare parts, logistics support etc. and all the expenses incurred for the same will be borne by Tenderer(s).

5.9.7.2 Completeness of the EQUIPMENT/SERVICES shall also be the responsibility of Tenderer(s). Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being Tenderer(s)'s responsibility) shall be provided by Tenderer(s) without any extra cost.

5.9.7.3 Tenderer(s) must nominate a senior level Manager for entire project execution, management and regular liaison / discussions with DFCCIL.

5.10 SPECIFICATIONS AND DRAWINGS

5.10.1 Whenever, a reference to any IS or BS specification or any standard or any regulation appears in these Tender Papers, the same shall be taken as a reference to the latest version of the said reference

5.10.2 The Contractor shall keep at site in good condition one copy of latest approved Specifications and Drawings and also such other Contract documents as may be necessary and make them available to the Client/Employer/Engineer or his Representative at all reasonable times. Any specification & drawing shall not be used on any other work or communicated to a third party by the Contractor.

5.10.3 In case of any conflict between various specifications or statutory regulations, the most stringent conditions will prevail.

5.10.4 Adherence to Specifications and Drawings:

The work shall be executed in perfect conformity with the specifications and drawings of the Contract issued to the Contractor by the Engineer from time to time. If the Contractor does any work or part of work in a manner contrary to the specifications or drawings without the approval of the Engineer, he shall bear all the costs arising there from including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all the losses/delays to the Employer/Engineer. The term drawings in this sub-clause also includes the drawings prepared by the Contractor and approved by the Engineer.

5.10.5 Meaning & Intent of Specifications 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 measurement of the works, the decision of the Engineer thereon shall be final and binding.

5.11 SAFETY PROVISIONS

5.11.1 Safety of Labour and others:

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the labour employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

- 5.11.2 The successful Tenderer(s) shall comply with the provision of all laws including Labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by DFCCIL shall be applicable in the performance of this Contract and the Contractor by these laws.
- 5.11.3 The Successful Tenderer(s) shall ensure regular and effective supervision / control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- 5.11.4 The Successful Tenderer(s) shall take all necessary measures to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- 5.11.5 **Safety of works:**
The Contractor shall provide and maintain at his own cost, all lights, guards, signage, signalmen, fencing and watching arrangements when and where necessary, or as required by the Engineer for the protection of the works or for safety and convenience of those employed on works or of the public.
Mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any employee/labour of Contractor, Client or Employer/Engineer or any member of the public.
- 5.11.6 **Recovery of the cost from the Contractor:**
Should the Contractor fail to implement the provisions as required in the preceding sub-clauses, the Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.
- 5.11.7 **Care of Works**
From the start of the work until completion, acceptance and final takeover of the works by the Engineer, the Contractor shall take full responsibility for the care of all works including temporary works. In case any damage, loss or injury happens to the work or to any temporary works from any cause whatsoever, the Contractor shall at his own cost repair and make good the same so that on completion and at the time of final take over, the work shall be in good condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions.
- 5.11.8 **Use of Explosives**
Explosives shall not be used on the works or site by the Contractor without the written permission of the Engineer and only in the manner and to the extent such permission is given. When explosives are required for works they shall be stored in a special magazine, to be provided by the Contractor at his own cost, in accordance with the provisions of law on Explosives. The Contractor shall take all precautions in using the explosives and prevent damage to nearby properties and utilities. The Contractor shall also obtain necessary license for the storage and the use of explosives from the concerned authorities. All operations in which or for which explosives are used shall be at the risk and responsibility of the Contractor and the Contractor shall indemnify the Client/Employer/Engineer and their employees in respect thereof.

5.11.9 Excavated materials

The Contractor shall not use, sell or otherwise dispose off, or remove, except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or any other substance or materials, which may be obtained from any excavation made. All such items shall be the property of the Client. The Contractor may be permitted by the Engineer to use the same for the purpose of works on mutually agreed payment terms.

5.11.10 Works during Night

Unless specifically provided elsewhere in the Contract, the Contractor shall not carry out any work between sunset and sunrise without the prior permission of the Engineer. In case of any grave emergency or in order to avoid risk to property and life or to prevent damage to utilities or to restore them, work may be done at night also without the prior permission of the Engineer, but intimation to this effect should be sent to him immediately. No increase in rates or extra payment shall be admissible for the night work. The Contractor shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of any one, arising out of inadequate lighting, safety arrangements or due to any other failure of the Contractor.

5.12 TOOLS, PLANT AND EQUIPMENT

Except for any specific item mentioned in the contract, the Contractor shall have to make his own arrangements, at his own cost, Plant, Machinery and Equipment required for execution and completion of all works to the entire satisfaction of the Engineer. This shall also include all other associated equipment, tools/tackles, spare parts, POL, consumables, stores, manpower as required for the execution of works.

5.12.1 PLANT AND MATERIALS OF THE CONTRACTOR

5.12.1.1 Contractor's plant/materials at site to be exclusive to the work:

All constructional plant and materials brought on the site by the Contractor be deemed to be exclusively intended for the execution of the work or part of the work and the Contractor shall not remove the same without the permission of the Engineer till completion of work or part of work.

5.12.1.2 Removal of constructional plant/materials from site:

Upon completion of the works, the Contractor shall remove from the site all the said constructional plant remaining thereon and unused materials belonging to the Contractor.

5.12.1.3 Loss or damage to constructional plant/materials:

The Employer/Engineer shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary works or materials.

5.12.1.4 Assistance to Contractor for re-exports of plant:

In respect of any constructional plant which the Contractor shall have imported for the purposes of the works, the Employer/Engineer may assist the Contractor, where required in procuring any necessary government consent for re-export of such constructional plant by the Contractor after the completion of the works.

5.12.1.5 Assistance to Contractor for customs clearance:

The Employer/Engineer may assist the Contractor, where required, in obtaining clearance through the customs of constructional plant, material and other things required for the works. This shall not dilute in any way the Contractors' obligations and responsibilities under the contract.

5.12.2 CONTRACTOR TO KEEP SITE CLEAR

During the progress of works, the Contractor shall keep the site reasonably clean and free from obstructions and shall store neatly construction plant and materials.

5.13 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

5.13.1 Provision of Accommodations:

No quarters shall be provided by the Employer/Engineer for the accommodation of Contractor or any of his staff employed on works.

5.13.2 Provision of labour Camp:

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water, electricity, canteen and provision of latrines and urinals, for his staff and workmen employed on the work, directly or through petty Contractors or sub-Contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. All camp sites shall be maintained in clean and good sanitary conditions, by the Contractor, at his own cost.

5.13.3 Compliance with Rules for employment of labour:

The Contractor shall comply with all laws, bye-laws, rules and regulations in force, pertaining to employment of local or imported labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff/workmen, employed on the works directly or through petty Contractors or sub-Contractors.

5.13.4 ENGAGEMENT OF LABOUR

The Contractor shall make his own arrangements for the engagement of all labour, except as provided otherwise in the contract.

The Contractor shall not employ any labour below the age prescribed in any labour legislation, directly or through petty Contractors or sub-Contractors, for execution of the work.

5.14 WAGES OF LABOUR

5.14.1 Wages under relevant laws:

In dealing with labour and employees, the Contractor and his subcontractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations such as

5.14.1.1 Workmen's Compensation Act, 1923

5.14.1.2 Payment of Gratuity Act, 1972

5.14.1.3 Employees Provident Funds and Miscellaneous Provisions Act, 1952

5.14.1.4 Maternity Benefits Act, 1951

5.14.1.5 Contract Labour (Regulations and Abolition) Act, 1970.

5.14.1.6 Minimum Wages Act 1948



- 5.14.1.7 Payment of Wages Act 1936
- 5.14.1.8 Equal Remuneration Act 1979
- 5.14.1.9 Payment of Bonus Act 1965
- 5.14.1.10 Industrial Dispute Act 1947
- 5.14.1.11 Industrial Employment (Standing Orders) Act 1946
- 5.14.1.12 Trade Union Act 1926
- 5.14.1.13 Child Labour (Prohibition and Regulation) Act 1986
- 5.14.1.14 Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979
- 5.14.1.15 The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Cess Act of 1996.
- 5.14.1.16 The Factories Act 1948, and other laws or Regulations framed by competent legislative authorities from time to time as may be applicable.
- 5.14.2 In accordance with the various Acts and Regulations with all up to date amendments, the Contractor shall ensure that he and his subcontractors (including petty and piece rate Contractors) observe strictly inter-alia the following:
 - 5.14.2.1 Wages paid are not less than those prescribed.
 - 5.14.2.2 Wages and other dues are paid regularly and in time.
 - 5.14.2.3 Liens/licenses are obtained as required under any of the acts or regulations.
 - 5.14.2.4 Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.
 - 5.14.2.5 Take prompt action on any instructions / directions from the authorities under various labour laws.
- 5.14.3 **Claims on account of violation of labour laws:**

If any moneys shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations be directed to be paid by the Engineer because of any failure of the Contractor, such moneys shall be deemed to be moneys payable to the Engineer by the Contractor and on failure of the Contractor to repay the Engineer any moneys paid or to be paid as aforesaid within seven days after the same shall have been demanded, the Engineer shall be entitled to recover the amount from any moneys due or becoming due to the Contractor under this or any other contract with the Employer. The Engineer shall not be bound to contest any such claim or demand unless the Contractor makes a written request for it, and Contractor's reasons for contesting are considered reasonable by the Engineer and the Contractor deposits the full cost that the Engineer may have to incur in contesting the case.



5.14.4 REPORTING OF ACCIDENTS INVOLVING LABOUR

The Contractor shall be responsible for safety of all employees/labour employed by him on works, directly or through petty Contractors or sub-Contractors and shall report accidents, occurring on works to the Engineer or the Engineer's representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the Engineer advised of the same. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.

5.15 REPAIRS TO DAMAGES

The Contractor shall be responsible for rebuilding/repairs of any damage by any reasons not attributable to the design defect (where design is supplied by Engineer/Client) during execution of works or Defect Liability Period. In case the Contractor is unable or unwilling to execute such repair works promptly, the Engineer may get the same done by engaging another agency or using labour, materials and resources as may be considered necessary and the cost of such remedial works shall be recovered from the Contractor's dues. The decision of the Engineer regarding reasons of the damage shall be final and binding.

5.16 IMPLEMENTATION OF QUALITY MANAGEMENT SYSTEM

5.16.1 The Contractor shall follow and implement Quality Management System as per IS/ISO-9001-2008.

5.16.2 The Contractor shall execute the work following the safety policy of DFCCIL which shall include providing safety equipment, safety shoes and helmets to all workers, erecting of safety barricades and displaying safety posters and instructions about awareness for safety.

5.16.3 The Contractor shall arrange timely calibration of all his measuring and testing equipment at his own cost from reputed laboratory and supply of calibration certificates to the Engineer.

5.16.4 The Contractor shall ensure maintenance and overhauling of all his plant and machinery to satisfy the requirements of IS/ISO-9001-2008.

5.16.5 The Contractor shall arrange to provide test certificates issued by manufacturers for materials supplied by him or arrange to test the materials at his own cost in a reputed laboratory and supply test certificates to the Engineer. The Contractor shall implement full process control by issue of work instructions and check lists and maintaining latest drawings, specifications and codes.

5.17 MATERIALS AND WORKMANSHIP

5.17.1 Material and workmanship as per Specifications:

5.17.1.1 All materials and workmanship shall be as per the contract and in accordance with the Engineer's instructions and shall be subjected to such tests as the Engineer may direct. The Contractor shall provide all such assistance, instruments, machines, labour and materials required for examining, measuring and testing any work and materials used. The Contractor shall supply samples of material before incorporating in the works for testing as may be selected and required by the Engineer.

5.17.1.2 The sources of materials to be used in the works shall be intimated to the Engineer and are subject to his approval.

5.17.2 **Supply of sample:**

All samples shall be supplied by the Contractor at his own cost.

5.17.3 **Cost of tests of Materials and Workmanship:**

The cost of carrying out any tests in a reputed laboratory as acceptable to the Engineer shall be borne by the Contractor except for the materials to be supplied by the Engineer.

5.17.4 **REMOVAL OF IMPROPER MATERIALS AND WORKS**

The Engineer shall have the authority to order in writing from time to time:

5.17.4.1 The removal from site within specified time, of any material, which in the opinion of the Engineer, is not in accordance with the Specifications and Conditions of the Contract.

5.17.4.2 The substitution of defective material by approved quality material; and

5.17.4.3 The removal and proper re-execution, notwithstanding any previous decision or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the contract.

5.17.4.4 In case of default on the part of the Contractor in carrying out such order, the Engineer shall be entitled to get the same done by engaging another agency or by deploying labour, materials and other resources. All such cost shall be recovered from the Contractor's dues.

5.17.5 **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.

5.17.6 **SUSPENSION OF WORKS ORDERED BY THE ENGINEER**

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

The Contractor shall not be entitled to extra cost, if any, incurred by him during such suspension if such suspension is on account of weather conditions or requirement for execution of works or provided for in the Contract or for less than 30 days at a time for any other reason. The Contractor shall, however, be entitled for extension of time for completion of work as the Engineer may consider proper having regard to the period of suspension. However, if the suspension is ordered by the Engineer due to any default of the Contractor such as defective materials, workmanship etc., the Contractor shall not be entitled to any extension or extra cost incurred.

5.18 RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE

- 5.18.1 The rates entered in the accepted Schedule of Rate & Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract and processes as mentioned in specifications and drawings (including revised drawings), relevant codes whether mentioned or not in the nomenclature of the item in Schedule of Rate & Quantities. All rates quoted in the tender shall also deemed to include except specifically provided otherwise in the Contract:
- 5.18.1.1 All materials, labour, tools and plant, stores, centering, shuttering, etc.
 - 5.18.1.2 Construction/Erection, maintenance and removal of all temporary works.
 - 5.18.1.3 All watching, lighting, pumping and draining unless otherwise provided for.
 - 5.18.1.4 All barriers and arrangements for safety of the property, utilities, public or employees/workers during the execution of works.
 - 5.18.1.5 All sanitary and medical arrangements for labour camps.
 - 5.18.1.6 The setting out of all works of construction, repair and up-keep of all centre lines, benchmarks, reference pillars etc.
 - 5.18.1.7 Site clearance except specifically provided otherwise in the Contract.
- 5.18.2 Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.
- 5.18.3 All rates quoted in the Schedule of Rate & Quantities shall be deemed to be inclusive of all types of direct and indirect taxes imposed by Central/State Govt. and local bodies such as excise duty, sales tax, value added tax (VAT), Works contract tax, Service tax, royalties, duties, Cess, Octroi and other levies as applicable and also include all import duties. The rates shall also be inclusive of all taxes, duties and other charges imposed outside the country on the production, manufacture, sale and transport of the Contractor's equipment, plant, materials and supplies to be used on or furnished under the contract and on the services performed under the contract. No additional amount shall be paid or claim be entertained on this account by Employer/Engineer. The Contractor shall get registered with the Sales tax Department immediately after award of work and submit a copy of the same to the Employer/Engineer. He shall be responsible for filing sales tax returns and assessments, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificates to Employer/Engineer from time to time.
- 5.18.4 The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/ permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Engineer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.



5.19 ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK

The rates as per the accepted Schedule of Rate & Quantities, shall be firm and hold good till the completion of the works, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies, fees royalties etc. unless specifically provided for in the Contract.

5.20 ITEMS NOT INCLUDED IN THE SCHEDULE OF RATE & QUANTITIES

5.20.1 If any item of work not provided for in the accepted Schedule of Rate & 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.

5.20.2 The rate for such extra items shall be derived from rate for similar items available in the accepted Schedule of Rate & Quantities.

5.20.3 In case rates cannot be derived from the accepted Schedule of Rate & Quantities, the rate may be worked out on the following basis:

5.20.3.1 Cost of materials and consumables at current market rates, as actually utilized in the final finished permanent work, including a reasonable percentage for wastage and cost of loading, unloading and transportation.

5.20.3.2 Cost of labour required for the work.

5.20.3.3 Hire charges for plant and machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work.

5.20.3.4 An amount of 10% of items to allow for Contractor's overheads, profits and other contingencies.

5.20.4 In all cases where extra items of work are involved, for which there are no rates in the accepted Schedule of Rate & Quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.

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 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.

5.20.5 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 finalized 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 finalized by the Engineer for that item. The decision of the Engineer under this clause shall be final and binding.

5.20.6 Lien in respect of claims in other Contracts

5.20.6.1 Any 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, against any claim of this or any other Railway or any other Department of the Central Government in respect of 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.

5.20.6.2 However, recovery of claims of Railway 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 Railway's dues against the terminated contract.

5.20.6.3 It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway 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.

5.21 MEASUREMENT OF WORK AT REGULAR INTERVALS

The measurements of the work shall be taken in accordance with the contract during progress of work and at such intervals, as in the opinion of the Engineer or Engineer's Representative shall be proper, having regard to the progress of the work. On an agreed date and time, the Engineer or his Representative shall take the on account or final measurements in the presence of the Contractor or his authorized representative. The Engineer or his authorized representative shall sign the measurements, which shall also be signed by the Contractor or his authorized representative as an acceptance of the measurements. If the Contractor or his representative fails to turn-up at the time of taking measurements in spite of notice to do so, the Engineer or his representative shall be entitled to record the measurements ex-parte and these shall be final and binding on the Contractor.

5.22 MEASUREMENT OF WORKS AS PER RECORDS AND DRAWINGS

For the purpose of measuring such permanent works, as are to be measured by records and drawings, the Contractor shall prepare records and drawings at regular intervals and submit to the Engineer or Engineer's representative for his scrutiny.

In case, there is a discrepancy in the measurements of work done and the measurements as per drawings, measurements for the minimum of the two shall only be accounted for, provided the executed work is acceptable to the Engineer.

The Engineer or the Engineer's representative shall have the right to rectify any incorrect measurements and delete/correct any measurements if it is found at a later stage that the work is incomplete, defective and/or not conforming to the specifications.

5.23

ON ACCOUNT PAYMENTS

5.23.1

The Contractor shall be entitled to be paid from time to time, by way of "On-account" bills, only for such works, as in the opinion of the Engineer, the Contractor has executed in terms of the contract. Such payments shall be made at intervals to be decided by the Engineer depending upon the progress of work. Payment shall be made only on submission of bills along with measurements and necessary documents by the Contractor for scrutiny of the Engineer. The amount certified shall account for all deductions, including statutory deductions as for sales tax, income tax, etc., recoveries for advances and any amounts due from the Contractor. Such payments made by the Engineer shall not constitute any final acceptance of the measurements. In case of any discrepancy, the Engineer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books. In such cases, the Engineer shall have the right to recover any amount paid in an earlier bill/bills from any subsequent bill/bills and should the amount to be recovered be more than the amount of the subsequent bills, the Contractor shall on demand from the Engineer immediately refund the amount to the Engineer within 7 days, failing which he shall have to pay interest @1% per month till the said extra amount is paid back by him.

5.23.2

No payment under the contract shall be made to the Contractor before receipt of performance security. The Engineer shall also be entitled to withhold payments under the above sub-clauses in case the Contractor fails to get himself registered under sales tax/labour laws or fails to fulfill his obligation under the contract.

5.24

FINAL MEASUREMENTS AND PAYMENTS

As soon as possible after completion of work, the Contractor shall submit the final bill along with detailed measurements of work done, accountal of the materials, plant and machinery issued by the Engineer and all other statements, supporting documents required for finalisation of the bill. The final bill, measurements and documents submitted by the Contractor shall be scrutinised by the Engineer or his representative and in case the same are found not in order, the Engineer shall direct the Contractor to re-submit the final bill along with all details. On receipt of all requisite details and final bill from the Contractor, the Engineer shall have the final measurements taken, recorded and signed jointly. An accountal of any plant, equipment and materials issued by the Engineer to the Contractor, shall also be prepared and signed jointly. Based on the final measurements and materials and plant and equipment accountal statements, the Engineer shall prepare the final bill.

The Contractor shall sign the Engineer's copy of the Final Bill Account in token of acceptance of the full and final value of the works performed under the contract, and submit a "No Claim Certificate" on the prescribed proforma along with a list of unsettled claims, if any. The Engineer shall then arrange to make payment against the final bill. The Contractor shall not be entitled to make any claim whatsoever against Engineer under or arising out of this contract, nor shall Engineer entertain or consider any such claim, if made by the Contractor after he shall have signed a "No Claim certificate" in favour of the Engineer.

In case, the Contractor submits a list of unsettled claims along with the "No Claim Certificate", he shall not be entitled to submit any additional claims other than those submitted along with "No Claim Certificate".

5.25 MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE

5.25.1 Mode of payment:

5.25.1.1 All payments to the Contractor shall be made through Electronic Clearing System (ECS). The contractor shall furnish his Banker's details in addition to his own bank account details. All amounts payable to the contractor shall be directly credited to his bank account.

5.25.1.2 In case, the contractor is having his account with a bank not having Electronic Clearing System (ECS), the contractor may open a bank account with the bank having this facility.

5.25.1.3 All payments to the contractor shall be made by above means only unless specifically otherwise agreed by the Engineer in special circumstances for petty payments.

5.25.2 Tax deduction at source:

Income tax and Works tax shall be deducted from the payments credited/released by Employer/Engineer to the Contractor against execution of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer/Engineer. The Employer/Engineer shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Contractor shall furnish to the Engineer registration No. under works tax and PAN (for TDS), as applicable.

5.26 COMPLETION CERTIFICATE

5.26.1 As soon as the work is completed, the Contractor shall give notice of such completion, whether of the whole of the works, or of any part of the work, for which a separate date of completion is stipulated in the contract, to the Engineer, and the Engineer, within 30 days of receipt of such notice, shall inspect the work and also arrange for carrying out of such tests as may be prescribed under the contract or ordered by the Engineer. If the Engineer notices any incomplete item of work or any defect, which is to be rectified by the Contractor, or if any part or whole of the work fails to pass the specified tests, the Engineer shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue a Certificate of Completion to the Contractor. If in the opinion of the Engineer the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the Engineer shall issue a certificate of completion showing the date of completion in respect of the work. The defect liability period, if any, shall commence from the date of completion indicated in such certificate. Provided that the Engineer may issue such a certificate with respect to any part of the works, before the completion of the whole of the works, which has been so completed and/or used by the Client/Employer/Engineer.



When any such certificate is given in respect of a part of the work, such part shall be considered as completed and the defect liability period of such part shall commence from the date of completion indicated in such certificate.

5.26.2 Completion certificate not to absolve the Contractor from his Responsibilities:

The Certificate of Completion of Works referred to in sub-clause 5.26.1 shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the defect liability period specified in the contract, arising in the opinion of the Engineer from materials or workmanship being not in accordance with the Contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the Engineer may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the Performance Security amount or from any money payable to the Contractor by the Employer/Engineer, under any other contract.

5.26.3 Clearance of site on completion

On completion of works, the Contractor shall clear and remove from site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site of work clean, tidy and in a workman like condition to the satisfaction of the Engineer. This will be one of the pre-conditions for making the final payment to the Contractor. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 (seven) days after receiving notice to that effect from the Engineer.

5.27 POST PAYMENT AUDIT

It is an agreed term of the contract that the Employer reserves to himself the right to carry out a post payment audit or technical examination of the works, and the final bill including all supporting vouchers, abstracts, etc. If as a result of such examination, any over payment to the Contractor is discovered to have been made in respect of any work done, the Contractor will be bound to refund the same to the Engineer or may be adjusted against any dues of the Contractor. If any under payment is discovered, the same shall be paid by the Engineer to the Contractor. Such payments or recoveries, however, shall not carry any interest.

5.28 UNFULFILLED OBLIGATIONS

Notwithstanding the issue of Defect Liability Certificate, the Contractor and the Engineer shall remain liable for the fulfillment of any unfulfilled obligations under the provision of the contract, prior to the issue of the Defect Liability Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.

5.29 PRODUCTION OF VOUCHERS

- 5.29.1 The Contractor, whenever required, shall produce for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the Contractor.
- 5.29.2 If any part or item of the work is allowed to be carried out by a sub-Contractor, the Engineer shall have power to secure the books of such sub-Contractor, through the Contractor, and shall have power to examine and inspect the same.

5.30 FORCE MAJEURE

- 5.30.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority(hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 (twenty one) days of the occurrence thereof.
- 5.30.2 Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- 5.30.3 The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- 5.30.4 If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 90 days, the contract may be force-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- 5.30.5 In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
- 5.30.6 Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer/Engineer.
- 5.30.7 If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.



5.30.8 If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

5.31 SETTLEMENT OF DISPUTES

5.31.1 There shall be provisions for the settlement of disputes in bid documents. The disputes shall be settled in accordance with provisions of The Indian Arbitration and Conciliation Act, 1996. As a first stage, attempt shall be made to resolve disputes through conciliation. In case conciliation does not work, matter shall be referred for Arbitration.

5.31.2 Procedure/Provisions of Arbitration have been brought out in Chapter 8 of DFC Works Manual.



SECTION - 6

TECHNICAL SPECIFICATION

A) Broad scope of work:

1. Replacement of 'ECO-FRESH' enthalpy wheel.
2. Replacement of drive arrangement with belt and motor.
3. Purge sector.

B) Exclusion for operating room AHU's:

Foloiwng items are excluded from the scope of work.

1. All types of electrical work such as electrical panel, cabling, control wiring, interlocking etc.
2. Ducting, piping etc are also excluded
3. Any ophther item not mentioned in 'Broad scope of work'.



SECTION - 7

SCHEDULE OF RATE AND QUANTITIES

Name of Work: Repair and Maintenance of 05 Heat Recovery Wheel (HRW) in fresh Air inlet/outlet system of HVAC at Corporate Office, DFCCIL, New Delhi

Tender No.: HQ/EL/Maint./HRW/Repair/2018-19/21

SN	Description	Unit	Qty	Unit Rate (Rs.)	Total Amount (Rs.)
	Supply:				
1	Heat Recovery wheel as per the existing HRU for 2000 cfm	No.	5		
	Total Cost of Work:				

Total Cost of Work (Rs. In words): _____

Note: -

1. The rates quoted above, for all the items, shall be based on the details mentioned in Technical Specification, Section-6.
2. Rates quoted shall be firm & inclusive of all taxes (GST etc.), duties, transit insurance, freight, loading-unloading and shifting, insurance of workers at site liaisoning with any other department, banker charges and other incidental charges. It is advised to inspect the site before they quote their rates for the work.



[not required for the subject work]

DETAILS OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE FINANCIAL YEAR AND THE 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	7
	Total					

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.



PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

Bank Guarantee no.....

Date.....

To,

Dedicated Freight Corridor Corporation of India Limited,
Metro Station Building Complex 5th Floor,
Pragati Maidan, New Delhi.

Reference:-Contract No....., awarded on

This deed of Guaranty made this day of _____ between _____ (name of Bank) having registered office at _____ and branch office at _____ (hereinafter referred to as "Bank") of the one part and

Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other Part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for (Hereinafter called "the Contract") to M/s..... its registered office at (Hereinafter called "the Contractor").

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs..... (Rs. In Words).

Now, we the undersigned (Name of Bank officials), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (Rs. In Words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs. In Words) only.



We..... (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We..... (indicate the name of Bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by (Designation & Address of Contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we (Name of Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we (Name of Bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We..... (indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any power exercisable by the employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.



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

The expressions "the Employer", "the Bank" and the Contractor" hereinbefore used shall include their respective successors and assigns.

We..... (Name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs..... (in words).
- ii) This Bank Guarantee shall be valid up to unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of being herewith duly authorized.

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designation:

Address:



FORM OF CONTRACT AGREEMENT

(To be executed on requisite value of stamp papers)

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. DATED

THIS AGREEMENT made on _____ day of _____
(Month/year) between Dedicated Freight Corridor Corporation of India Limited,
Metro Station Building Complex, 5th Floor, Pragati Maidan, New Delhi., acting through
(GM/EL/TS, DFCCIL, New Delhi) (hereinafter called "Employer") of the one part and
_____ (name and address of the Contractor) (hereinafter
called "the Contractor") of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the
Contractor through Contract No. _____

(hereinafter called "the works", and has accepted a Offer by the Contractor for the
execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are
respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as
part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Instructions to the Tenderer
 - c) Special and General Conditions of the Contract
 - d) Bill of rates & quantities
3. In consideration of the payments to be made by the DFCCIL to the Contractor as
hereinafter mentioned, the Contractor hereby covenants with the DFCCIL to
execute and complete the Works and remedy any defects therein in conformity in
all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the
execution and completion of the Works and the remedying of defects therein the
Contract Price or such other sum as may become payable under the provisions of
the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the
day and year first before written.

(Name, Designation and address of the
authorised signatory)

Signed for and on behalf of the
Contractor in the presence of:

(Name, Designation and address of
the authorised signatory)

Signed for and on behalf of the
DFCCIL in the presence of:

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated.