



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

**E-Tender Document  
FOR**

**Name of work: “Supply, installation, wiring, testing & commissioning of IP server based EPABX system along with associated accessories in DFCCIL Corporate office, Pragati Maidan, New Delhi”.**

**Tender No. HQ/GGM/S&T/WC/ PBX  
(Participation through e-Tender only)**

**Visit: [www.ireps.gov.in](http://www.ireps.gov.in) / its linkat [www.dfccil.com](http://www.dfccil.com)  
(Help desk of IREPS: 011-23761525)**

**JUNE'2020**

**Office: (Address and Phone)  
Dedicated Freight Corridor Corporation of India Limited  
4th floor Pragati Maidan Metro Station Complex  
New Delhi-110001**

## **SECTION -1**

### **(i) NOTICE INVITING TENDER(NIT)(Online)**

**1.0** (JGM/S&T/WC-I O/O GGM/S&T/WC-1) for and on behalf of DFCCIL invites Tender on prescribed forms for execution of the following work:

1.1	Tender No.	<b>HQ/GGM/S&amp;T/WC/ PBX</b>
1.2	Name of Work	"Supply, installation, wiring, testing & commissioning of IP server based EPABX system along with associated accessories in DFCCIL Corporate office, Pragati Maidan, New Delhi".
1.3	Type of Tender	Open Tender, Single Packet System
1.4	Duration of Contract	90 Days from the date of issue of LOA
1.5	Estimated Cost of Work	Rs. 24,69,209/- (Rs. Twenty Four Lakh Sixty Nine Thousand Two Hundred Nine only)(including tax)
1.6	Cost of Tender Document (Non-Refundable)	Rs.3,000/- plus GST @ 18% = Rs. 3540/-,to be paid online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
1.7	Earnest Money Deposit (EMD)(Tender Security)	Rs.49,400/- (Rs. Forty Nine Thousand Four Hundred Only) to be deposited online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
1.8	Uploading of NIT and Tender Document	08/07/2020 at 15.00 hrs. On <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
1.9	Last Date and Time of Submission of Tender(Online)	10/08/2020 at 15.00 hrs. On <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
1.10	Date and Time of Opening of Tender(online)	10/08/2020 at 15.30 hrs. On <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
1.11	Tender Validity	120 Days from the date of Opening of Tender.
1.12	Address for Communication	JGM/S&T/WC-I O/O GGM/S&T/WC-1, Dedicated Freight Corridor Corporation of India Ltd., Room No. 424,4th floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Phone: 011-23454766
1.13	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering& matter relating to Digital Signature contact at Help desk of <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> and Phone no.011-23761525
1.14	Availability of Tender Documents	The tender documents can be downloaded from <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> Tenderer who wishes to view free

		<p>Notification and Tender Document can visit <a href="http://www.ireps.gov.in">www.ireps.gov.in</a></p> <p>DFCCIL may issue addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least seven days in advance of date of opening of tender and placed on the website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> only.</p>
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**2.0 General**

- 2.1 No request for extension of the Tender Due Date shall be considered.
- 2.2. The offer shall be valid for 120 days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
- 2.3 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website [www.ireps.gov.in](http://www.ireps.gov.in). Tenderers are advised to complete all submission related work well before Time and Date for submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

## **SECTION -2**

### **Format for Covering letter of Tender**

(On letter head of firm/company)

To

JGM/S&T/WC-I O/O GGM/S&T/WC-1,  
DFCCIL,  
New Delhi.  
(Tender issuing authority)

**Sub:** Supply, installation, wiring, testing & commissioning of IP server based EPABX system along with associated accessories in DFCCIL Corporate office, Pragati Maidan, New Delhi (Name of work).

**Ref:** Tender Notice No.: HQ/GGM/S&T/WC/ PBX

1. I/We \_\_\_\_\_ have read the various terms and conditions of tender attached hereto and hereby agree to adhere by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening of the same and if I/We default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and conditions of the Contract and to carry out the work according to the Scope of Work and Terms and condition of contract as laid down by DFCCIL Administration for the execution of present contract.
2. A sum of Rs. \_\_\_\_\_ is being deposited as Earnest Money online through payment gateway on [www.ireps.gov.in](http://www.ireps.gov.in). The Value of the earnest money shall stand forfeited without prejudice to any other right or remedies if:
  - i) I/We do not execute the Contract agreement within 30(thirty) days from the date of issue of Letter of Acceptance; or
  - ii) I/We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value(equal to 5% of contract value ) as per the Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
  - iii) I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
  - iv) I/We withdraw the offer during the period of validity/extended validity;or
  - v) When any of the information furnished by the tenderer not found true;

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

(Signature of Bidder)

\_\_\_\_\_  
(Name and Address of the Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Witnesses)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name & Address of Witness)

## CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached*	Tick Yes/No
1	The Covering Letter as per format given in the Section 2.	
2	Power of attorney of the person signing the tender document in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
3	Certified copy of GST No., PAN Card, Aadhar Card, Bank Details (RTGS/NEFT), TAN etc.	
4	Certified Copy of Registration of Firm/Company, Partnership deed/Memorandum and Articles of Association of the Company/firm/Agency.	
5	Constitution of the Company/Firm/Agency.	
6	Complete Tender Document including Corrigendum(s)/Addendum(s) Signed by the Bidder.	
7	Confirmation of e-payment of Cost of tender form' document.	
8	Confirmation of e-payment of "Earnest Money Deposit".	
9	Documents in support of Eligibility Criteria.	
10	Any other supporting document as per letter of Transmittal (section 3).	

### **Important Notes:**

\*Documents to be scanned and uploaded along with offer as attachment at website [www.ireps.gov.in](http://www.ireps.gov.in).

## **SECTION - 3**

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 The salient features of the contract are as follows:**

<b>i.</b>	<b>Tender No.</b>	<b>HQ/GGM/S&amp;T/WC/ PBX</b>
<b>ii.</b>	<b>Name of Work</b>	Supply, installation, wiring, testing & commissioning of IP server based EPABX system along with associated accessories in DFCCIL Corporate office, Pragati Maidan, New Delhi
<b>iii.</b>	<b>Duration of contract</b>	90 Days (Period) from the Date as Specified in the Letter of Acceptance and further Extendable at the same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.
<b>iv.</b>	<b>Estimated Cost of Work</b>	Rs. 24,69,209/- (Rs. Twenty Four Lakh Sixty Nine Thousand Two Hundred Nine only)(including tax)
<b>v.</b>	<b>Earnest Money</b>	Rs.49,400/- (Rs. Forty Nine Thousand Four Hundred Only) to be deposited online through payment gateway provided on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> . Tenders received without earnest money shall be summarily rejected.
<b>vi.</b>	<b>Performance Security</b>	5% of Total contract value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).
<b>vii.</b>	<b>Security deposit/Retention money</b>	Overall Security Deposit is 5 % of Contract value/price. EMD of Rs.49,400/- (Rs. Forty Nine Thousand Four Hundred Only) to be adjusted against the Security Deposit. Balance to be deducted @10% from each of the running bills till realisation of the full amount.

#### **2.0 SUBMISSION OF E-TENDER:**

##### **2.1 Tender Document Obtaining Process.**

- 2.1.1** It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies (CA) to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)), in the name of the person who will submit the online tender and is authorised to do so.
- 2.1.2** To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the IREPS ([www.ireps.gov.in](http://www.ireps.gov.in)) and to have User ID and Password.
- 2.1.3** [www.ireps.gov.in](http://www.ireps.gov.in) is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on [www.ireps.gov.in](http://www.ireps.gov.in).

##### **2.2 Submission of Offer**

- 2.2.1 Tender shall be submitted through Online mode only at [www.ireps.gov.in](http://www.ireps.gov.in). Tender submitted by any other mode will not be accepted.
- 2.2.2 All the required documents (legible) as mentioned in Check list have to be uploaded along with the offer on [www.ireps.gov.in](http://www.ireps.gov.in) failing which, **the bid shall be summarily rejected and shall not be considered for further evaluation.**
- 2.2.3 The detailed instructions of e-tendering can be read through website [www.ireps.gov.in](http://www.ireps.gov.in).
- 2.2.4 The addendum/Corrigendum, if any; shall be hosted on the website [www.ireps.gov.in](http://www.ireps.gov.in).
- 2.2.5 The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.
- 2.2.6 The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website [www.ireps.gov.in](http://www.ireps.gov.in).
- 2.2.7 The Bid shall be accepted through **Online Mode Only.**
- 2.2.8 Tenderers are required to give Un-Conditional Offer. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
- 3.0 The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least ten days before the due date of submission of the tender.
- 4.0 Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendum and Corrigendum.
- 5.0 All Bids shall submit in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 6.0 After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- 7.0 For the same Item featuring at more than one place in different sections, the order of priority shall be as follow:
- (i) Financial Bid
  - (ii) Notice Inviting Tender
  - (iii) Instructions to Bidders.
  - (iv) Scope of work
  - (v) Special conditions of Contract
  - (vi) General Conditions of Contract.

For Example, if any Item is found common in special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item,

- 8.0 Contractor must fill up all the schedules and furnish all the required information on e-mode as per instructions given in various sections of the Tender Document.



- 9.0 Submission of a tender by a Tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 10.0 DFCCIL reserves all right to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- 11.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.
- 12.0 The evaluation of tenders will be made on the basis of fulfilment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the contractor.
- 13.0 Modification/Substitution/Withdrawal of Bids:
- (i) Once bid is submitted, the tenderer will not be allowed to withdraw the offer.
  - (ii) The tenderer can however modify their bid till closing time of tender. In case of revising the bid, the revised bid will supersede earlier bids and the latest bid will be considered for evaluation.

**14.0 Opening and Evaluation of Bids:**

- (i) E-Tender shall be opened online at the address given below at the time and date as specified in Section-1 (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.

Address: Online Opening of Tender:

Dedicated Freight Corridor Corporation of India Ltd,  
4th floor, Pragati Maidan Metro Station Building Complex,  
New Delhi-110001.

- (ii) For participation 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 same, the Bid shall be considered Non-Responsive.

**(iii) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 10/08/2020.**

**15.0 Deadline for Submission of Tender:**

Tenderer must ensure to complete the tender submission process in time as [www.ireps.gov.in](http://www.ireps.gov.in) will stop accepting any Online Tender after Tender Closing Due Date & Time(15.00 Hrs. of **10/08/2020**).

16.0 Contractor may visit the site on any working day to access the scope of work before submitting their offer.

**17.0 Cost of Tender Document:**

The Tenderer shall deposit cost of tender as prescribed in section-1, online through payment gateway of [www.ireps.gov.in](http://www.ireps.gov.in).

**18.0 Earnest Money Deposit (Tender Security):**

- (i) The tenderer must deposit the amount of Earnest Money for the amount prescribed in Section-1, online through the payment gateway on [www.ireps.gov.in](http://www.ireps.gov.in).
- (ii) Tenders received without Earnest Money in full in the manner prescribed above shall be summarily rejected.
- (iii) The Earnest Money Deposit of Successful Tenderer, will be retained towards part of Security Deposit.
- (iv) In case of Unsuccessful Tenderer, the Earnest Money will be refunded to them without interest after finalization of the Tender as promptly as possible. The Earnest Money of the Successful Tenderer shall be converted to Retention money/Security Deposit when the Successful Tenderer has furnished the Performance Security and signed the Contract Agreement.
- (v) Dedicated Freight Corridor Corporation of India Limited(DFCCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Tenderer if:
  - a) Does not execute the Contract Agreement within 30(Thirty) days from the date of Issue of Letter of Acceptance(LOA); or
  - b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 5% of contract value) as per Annexure-V of Tender Document, within 15 days of issue of Letter of Acceptance (LOA); or
  - c) Does not commence the work within 7 days after receipt of letter of Acceptance or date as specified in the Letter of Acceptance.
  - d) Withdraws the offer during the period of validity/extended validity.
  - e) When any of the information furnished by the tenderer not found true.
- (vi) The forfeiture of Earnest Money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract.

**19. Eligibility Criteria:**

19.1 The Tenderer should be:

Either the original equipment manufacturer(OEM) for the concerned equipments/systems being quoted for, the OEM(S) shall give an undertaking that they will support availability of spares and/or software/ firmware including services for at least 10 years after expiry of warranty period.

**OR**

Authorized agency certified by the respective OEM(s) for supply, installation and commissioning of the concerned equipments/systems being quoted for.

To this effect, the prospective bidder must have an OEM letter/certificate to ensure that the OEM(S) shall give support availability of spares and/or software / firmware including services for at least 10 years after expiry of warranty period.

The OEM's authorized technical inspector shall carry out pre-commissioning inspection of work at the site and certify that the material used for installation are of proper quality, installation and configuration etc. of the system have been done properly and technical documentations have been supplied with the system.

- 19.2 The tenderer must submit valid latest TEC approval certificate for the particular model of system quoted.
- 19.3 The bidder should have Working Capital of at least Rs. 2 crores or more as per the audited financial result for the financial year 2018-19. If the working capital of the bidder is inadequate, then the bidder should supplement this with letter from bank, confirming the availability of line of credit for at least Rs. 50lacs.
- 19.4 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.

**20. Benefits to tenderers as per Public Procurement Policy for Micro and Small Enterprise (MSEs):-**

- 20.1 Participating MSEs shall enclose with their offers, the proof of their being MSE registered with any of the agencies mentioned in the Notification of Ministry of MSME indicated below:
  - i) District Industries Centers.
  - ii) Khadi and Village Industries Commission.
  - iii) Khadi and Village Industries Board.
  - iv) Coir Board.
  - v) National Small Industries Corporation.
  - vi) Directorate of Handicraft and Handloom.
  - vii) Any other body specified by Ministry of MSME.
- 20.2 The MSEs must also indicate the terminal validity date of their registration.
- 20.3 As advised by Ministry of Finance, Government of India vide Office Memorandum No. F.5/4/2018-PPD Dated 28/02/2018 and forwarded by Ministry

of Railways vide letter No. 2016/PL/56/1 Dated 19/03/2018, the MSE Bidders must declare their Udyog Aadhar Memorandum (UAM) Number issued by Ministry of MSME on Central Public Procurement Portal (CPPP), in order to identify themselves as MSE Vendors, failing which they will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012, issued by Ministry of MSME. The MSE Bidders shall enclose Documentary Proof for the same.

Failing Clauses 3.39.1, 3.39.2 and 3.39.3 above, such offers will not be liable for consideration of benefits detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.3.2012 issued by Ministry of MSME.

20.4 In pursuance of the Public procurement policy on MSE:

- i) Tender document will be provided free of cost to MSEs registered with any of the agencies mentioned in Clause 3.39.1 above for the item tendered.
- ii) MSEs registered with the agencies mentioned in Clause 3.39.1 above for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
- iii) MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

**ANNEXURE-I(SECTION – 3)**

**STATEMENT OF SIMILAR WORKS COMPLETED BY THE CONTRACTORS  
DURING LAST THREE YEARS**

**NOT APPLICABLE FOR THIS TENDER**

**ANNEXURE-II (SECTION – 3)**

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

**NOT APPLICABLE FOR THIS TENDER**

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

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

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

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Sir,

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

- 1.0 Earnest Money Deposit of the requisite amount through e-payment.
- 2.0 Tender Document Fee of requisite amount through e-payment.
- 3.0 Original power of attorney of the person signing the tender documents, as described in tender Document.
- 4.0 The Covering Letter as per format given in the Section 2.
- 5.0 Complete tender, including Schedule of Rate and Quantity, dully filled in, stamped & signed by the tenderer on each page.
- 6.0 Corrigendum(s), if any, duly stamped & signed by the tenderer on each page.
- 7.0 A statement of works in progress / completed by the contractor during last three years in the form prescribed in Annexure-I of Section-3. The relevant documents and certificates from the client should be enclosed
- 8.0 Documents in compliance of Eligibility Criteria vide tender Document.
- 9.0 A statement of contractual payments received during the last three financial years and in the current financial year (up to date of opening of tender) in the form prescribed in Annexure-II of Section-3.
- 10.0 Certified Copy of Works Contract Tax Registration Certificate, PAN TAN, Bank details for payment, GST details, Aadhar, etc. (as applicable).
- 11.0 Certified Copy of Registration of Firm/Company, Partnership deed/Memorandum and Articles of Association of the firm.

- 12.0 Undertaking by tenderer, if the tenderer is Manufacturer i.e. OEM or an authorized dealer of the supplied items/system (as per scope of work) in the Performa given in Annexure–VI A of Section 3.

OR

- 13.0 Undertaking to be submitted by the tenderer obtained from the OEM or an authorized dealer on its letter head in the Performa given in Annexure – VI B of Section 3.
- 14.0 An affidavit declaring their status of non-performance or debarment, state the status of dispute in the cases of ban/non-performance pending in court against them as on the date of opening of tender.
- 15.0 The statement of clearly compliance and confirmation (Yes/No) against each and every specification of the EPABX System (Annexure, section 6). The exact specification offered must also be written clearly in the specification of EPABX System.

**Declaration:**

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

Encl: as above

Yours faithfully

Signature of Tenderer (s)

Name & seal

Date



**FORMAT OF CONTRACT AGREEMENT**

CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
between Managing Director/DFCCIL acting through the JGM/S&T/WC-I/DFCCIL O/O  
GGM/S&T/WC-I hereafter called the "DFCCIL" of the one part and  
\_\_\_\_\_ herein after called the "Contractor" of other part.

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

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

Contractor \_\_\_\_\_  
(Signature)

DFCCIL : Designation \_\_\_\_\_  
(For President of India)

Address \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

**Witnesses** :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

Dedicated Freight Corridor Corporation of India Limited

Name & Address of the Project:

(Acting through \_\_\_\_\_ (Project In-charge & Address of the Project)

WHEREAS \_\_\_\_\_ {name and address of contractor} (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to \_\_\_\_\_ execute \_\_\_\_\_ {name of contract and brief description of works} (hereinafter called “the Contract”):

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

AND WHEREAS we have agreed to give the contractor such irrevocable Bank Guarantee;

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

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

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

This irrevocable guarantee shall be valid upto \_\_\_\_\_ (a date 60 days from the date of completion of the work).

**SIGNATURE AND SEAL OF THE GUARANTOR**

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

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

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

**ANNEXURE – VI A (SECTION -3 )**

**(Undertaking by tenderer, if the tenderer is Manufacturer i.e. OEM or Authorized Dealer)**

To,

JGM/S&T/WC-1 O/O GGM/S&T/WC-1,  
Dedicated Freight Corridor Corporation of India Ltd.  
4<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex,  
New Delhi-110 001.

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It is hereby declared that the tenderer, which is submitting the Tender document against Tender No. **HQ/GGM/S&T/WC/PBX** for the work of “Supply, installation, wiring, testing & commissioning of IP server based EPABX system along with associated accessories in DFCCIL Corporate office, Pragati Maidan, New Delhi”, is the manufacturer or authorized dealer of the supplied items/system (as per scope of work).

(Name, Designation and  
Address of the authorized  
signatory)

Name of Company:

Tel. No.:

Fax No.:

Email:

**ANNEXURE – VI B (SECTION -3)**

**(Undertaking to be submitted by the tenderer obtained from the OEM /  
Authorized Dealer on its letter head)**

To,

JGM/S&T/WC-1 O/O GGM/S&T/WC-1,  
Dedicated Freight Corridor Corporation of India Ltd.  
4<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex,  
New Delhi-110 001.

It is declared that M/s.....  
(Name of Manufacturing Company) is the manufacturer of the supplied items/system  
(as per scope of work).

We, the OEM/authorized dealer of .....  
make.....undertake to supply to M/s  
..... (Name of Tenderer) necessary original  
spares/components for the work of “Supply, installation, wiring, testing & commissioning  
of IP server based EPABX system along with associated accessories in DFCCIL  
Corporate office, Pragati Maidan, New Delhi” against Tender No. **HQ/GGM/S&T/WC/  
PBX.**

(Name, Designation and  
Address of the authorized  
signatory of the manufacturing  
company)  
Tel. No.:

Fax No.:

Email:

**Declaration for DFCCIL**

This is to confirm that I, \_\_\_\_\_ (Name of Authorized Person of Company/Firm/Agency), \_\_\_\_\_ (Designation of this Person) at \_\_\_\_\_ (Name of the Company/Firm/Agency), have passed the benefit of Input Tax Credit available on the \_\_\_\_\_ (goods/services) having HSN \_\_\_\_\_ supplied to the Dedicated Freight Corridor Corporation of India Limited after introduction of Goods and Services Tax w.e.f. 1<sup>st</sup> July, 2017.

Further, it is to confirm also that in case \_\_\_\_\_ (Name of the Company/Firm/Agency) will receive any further benefit in future after 1st July, 2017 by way of availing Input Tax Credits which were not allowed to be availed before 1st July, 2017 or reduction in Tax Rates or in any other manner which results in reduction of cost of the \_\_\_\_\_ Goods/Services supplied to the Dedicated Freight Corridor Corporation of India Limited, than we will pass that benefit to the Dedicated Freight Corridor Corporation of India Limited also.

Signature of the Authorized Person \_\_\_\_\_

Name of the Authorized Person \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Company/Firm/Agency \_\_\_\_\_

**SECTION -4**  
**SPECIAL CONDITIONS OF CONTRACT**

**4.1 NOT USED.**

**4.2 PERFORMANCE SECURITY**

The successful tenderer 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 an irrevocable 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.

4.2.1 The irrevocable Bank Guarantee for performance security shall remain valid until a date 60 days after expiry of defect liability period.

4.2.2 The irrevocable Bank Guarantee for performance security shall be submitted invariably in the format given in the Bidding Document.

4.2.3 The performance security shall be released 21 days after issue of Completion Certificate for the entire work.

**4.3 RETENTION MONEY**

4.3.1 The Earnest Money of successful tenderer shall be retained by DFCCIL as part of security for the faithful fulfillment 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 Retention Money shall be returned to the contractor after issue of Completion Certificate for the entire work and after passing of the final bill based on 'No Claim Certificate' with the approval of the Competent Authority. Before releasing the Retention Money, an unconditional and unequivocal 'No Claim Certificate' from the contractor shall be obtained.

**4.4 ORDER OF PRIORITY OF CONTRACT DOCUMENT**

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

4.4.1 Contract Agreement

4.4.2 Letter of Acceptance

4.4.3 Bidder's accepted Bid

4.4.4 Conditions of Particular Application

4.4.5 Special/Specific/Technical Conditions

4.4.6 General Conditions of Contract of DFCCIL

4.4.7 Priced Bill of Quantities

4.4.8 Any other Document forming part of the Contract

## **4.5 INDEMNITY BY THE CONTRACTOR**

### **4.5.1 Indemnity against all actions of Contractor**

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/Engineer and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his sub-contractors in the execution of the works or in the guarding of the same. All the sums payable by Client/Employer/ Engineer by way of compensation under any of these conditions shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

### **4.5.2 Indemnity against all Claims of Patent rights and Royalties**

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of copyright, any patent rights, design, trademark or name, secret process, patented or un-patented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required for the works and due fulfillment of the contract and indemnify Client/Employer/Engineer against any claims in this regard.

### **4.5.3 Damage to Life and Property**

The Contractor shall be responsible for all risks to works, nearby existing structures and life of his supervisors and workmen as also those of Employer/Client or any trespassers from whatever cause in connection with the works until these are taken over by Client/Employer/Engineer. The Contractor shall make good at his own expenses all loss or damages to life and property.

## **4.6 SUPPLY OF WATER AND ELECTRIC POWER**

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**

### **4.7.1**

Quoted Price of work as indicated in the Schedule of work (Section-7) is inclusive of all taxes (GST), surcharges, fees, duties & levies, freight & insurance etc, as applicable. GST shall be paid as per applicability and based on Documentary Proof. As per GST Act, Anti Profiteering Measures shall be taken. **Successful Agency shall pass Input Tax Credit to the**



**DFCCIL and shall give Declaration within 7 days from the date of issue of letter of Acceptance in the format as per Annexure-VII (Section-3).**

- 4.7.2 The bidder is advised to submit along with their Bid, the rates of various taxes considered in their offer so as to reimburse any statutory variation in Govt. taxes during the contract period.
- 4.7.3 The quantities given in the 'Schedule of Work' (Section-7) are indicative. Quantity may vary. Contractor is liable to work at the same rates irrespective of variations in quantity. The billing/payment will be done on actual.
- 4.7.4 Price quoted shall also include arrangement of all required accessories (if any) for successful completion of work as per scope of work.
- 4.7.5 Prices shall be written both in words and figures. In case of any discrepancy the rates in words will prevail. Prices indicated by the tenderer in the tender shall be firm and fixed. No cost escalation will be allowed on any account during the entire period of Contract.
- 4.7.6 In case of error in calculation, Unit Price shall prevail.

#### **4.8 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.

#### **4.9 PENALTY FOR DELAY IN SERVICE SUPPORT DURING WARRANTY PERIOD**

Penalty for delay in Service Support during warranty period shall be imposed in case any complaint remains unattended after the rectification time is over in accordance with Para6.4 of Section-6.

#### **4.10 Warranty:** The work will be covered by THREE YEAR COMPREHENSIVE ONSITE WARRANTY, as detailed in scope of work (Section-6).

#### **4.11** DFCCIL reserves the right to modify, expand, restrict scrap or re-invite quotations without assigning any reason.

#### **4.12** The office of the Bidder shall preferably be located in Delhi/NCR. Proof of Address has to be submitted along with quotations.

#### **4.13 PAYMENT TERMS**

##### **4.13.1** No advance payment shall be made.

##### **4.13.2** Full & Final Payment after deducting TDS/statutory levies as applicable shall be made after successful completion of the work against Performance security & Retention money, amounting to 10% of total value, on submission of Bill in duplicate along with a Successful Installation report by DFCCIL representative. **GST shall be paid as per applicability based on the documentary proof.**

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

- 4.13.4 Bill/ Invoice should be submitted in duplicate, duly signed and stamped by the Contractor.
- 4.13.5 Payment to the Contractor shall be made through Electronic Clearing System (ECS). The contractor shall furnish the NEFT/RTGS mandate form issued by his Bank.
- 4.14 **The word 'maintenance' used in this document is meant for support services during warranty period.**

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## SECTION – 5

### GENERAL CONDITIONS OF CONTRACT

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5.2	HEADING AND MARGINAL NOTES
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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 Railway) Enterprise (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- 5.1.3 **"Engineer or Engineer in Charge"** means the Project Head of DFCCIL (Employer) or any other officer authorized by the Employer to act on his behalf and 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 authorized 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" 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 the Tenderers, 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 do 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 top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

### **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, references and complaints by either party to the Contract shall be in writing in English or Hindi. Communication from only authorised representative of the Contractor shall be entertained.

### **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**

The Contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Schedule of Rate & Quantities, all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of works.

#### **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 effected 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 the time limit as specified in the Letter of Acceptance.

## **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 true and proper setting out of the works using his own survey instruments, appliances and labour. If at any time during the progress of works, any error appears or arises in any part of the work, the Contractor on being required to do so by the Engineer shall at once rectify such error, to the satisfaction of the Engineer. The Contractor shall also provide all necessary assistance in the form of labour and materials to Engineer or his representatives for checking the set out with his own instruments. The checking of any setting out, or of any line or level by the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve all bench marks, reference pillars, pegs, and other things used in setting out the works.

### **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**

5.9.4.1 All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his own cost. All detailed working drawings, design, design calculations and fabrication drawings for important temporary works as decided by the Engineer, shall be prepared by the Contractor at his own cost and forwarded to the Engineer at least 30 days in advance of actual constructional requirements for his approval. Such approval shall not, however, relieve the Contractor of any of his responsibility in connection with the temporary works.

5.9.4.2 When the temporary works are no longer required, the Contractor shall remove the same at his own cost. 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 incurred for removal, supervision, and other incidental charges shall be recovered from 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 is 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 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 The tenderer should be a total solution provider and shall cover the total scope of the Contract. The tenderer 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 the Tenderer.

5.9.7.2 Completeness of the EQUIPMENT/SERVICES shall also be the responsibility of the tenderer. 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 responsibility) shall be provided by tenderer without any extra cost.

- 5.9.7.3 Tenderer 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 include 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 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 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 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 sand, 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**  
No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's representative. If any work shall be covered up or put beyond the reach of inspection/measurement without the prior approval of the Engineer or Engineer's representative, the same shall be uncovered by the Contractor at his own cost.
- 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 center 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 GST, 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 registration of the GST immediately after award of work and submit a copy of the same to the Employer/Engineer. He shall be responsible for filing GST 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**

Any moneys due to the Contractor either alone or jointly with others, including the performance guarantee amount returnable to him may be withheld or retained or encased by exercise of lien by the Client/ Employer/Engineer against any claim of the Client/ Employer/Engineer or any other branch, office department or subsidiary of the client/ Employer/Engineer in respect of a sum of money arising out of or under any contract other than the present contract made by the Contractor alone or jointly with the client/ Employer/Engineer or any other branch, office, department or subsidiary of the client/ Employer/Engineer. It is agreed term of contract that the sum of money so withheld or retained under this clause by the client/ Employer/Engineer, shall be kept withheld or retained till the claims arising out of or under the contract, are either mutually settled or determined by the Arbitrator, or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other account, in respect of any sums of money withheld retained, under this clause and duly notified 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 finalization of the bill. The final bill, measurements and documents submitted by the Contractor shall be scrutinized 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 Performa 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**

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

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

### **5.32 MUTUAL SETTLEMENT**

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

### **5.33 CONCILIATION/ARBITRATION**

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

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

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

5.33.4 In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

5.33.5 The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

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

- 5.33.7 The conciliation/arbitration proceedings shall be held at a place decided by Conciliator/Arbitrator.
- 5.33.8 The fees and other charges of the Conciliator/Arbitrator shall be as per the scales fixed by the Employer from time to time and shall be shared equally between the Employer and the Contractor.
- 5.33.9 The minimum qualification of the Conciliator/Arbitrator shall be graduate in Engineering. He may be working or retired officer with a minimum of 20 years service in Group –A of any Engineering service of Central Govt. or an equivalent service in a Central PSU. He should be clear from the vigilance angle and should be a person with reputation of high technical ability and integrity. Also, he should not have associated with the contract to which the dispute pertains.
- 5.33.10 **Settlement through Court**  
It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences.
- 5.33.11 **No suspension of work**  
The Obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration shall payments to the Contractor continue to be made in terms of the contract.
- 5.33.12 **Award to be binding on all parties**  
The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.
- 5.33.13 **Exception**  
For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.
- 5.33.14 **Jurisdiction of Courts**  
Jurisdiction of courts for dispute resolution shall be New Delhi.

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## **SECTION - 6**

### **SCOPE OF WORK & TECHNICAL SPECIFICATION**

- 6.1**      **Tenderers are advised to visit the site during working hours from 10 am to 5 pm (Monday-Friday) and quote accordingly.**
- 6.2**      **Scope of work includes the followings.**
- 6.2.1      “Supply, installation, wiring, testing & commissioning of IP server based EPABX system along with associated accessories in DFCCIL Corporate office, Pragati Maidan, New Delhi”.
  - 6.2.2      Delivery of all equipment's materials to DFCCIL 's site at New Delhi including packing, handling, transporting, insurance, loading/unloading at site in New Delhi.
  - 6.2.3      Erection, commission, testing & handling of Exchange and handing over the system to DFCCIL.
  - 6.2.4      Providing all-inclusive service including all spares, etc. during warranty and AMC period
  - 6.2.5      The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications:
  - 6.2.6      The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the DFCCIL's Technical Specifications.
  - 6.2.7      The supplied system should be interfaced with existing EPABX Hipath 4000 installed at DFCCIL CO to work in an integrated manner. The supplied system should have facility to access MTNL lines through existing EPABX.
  - 6.2.8      The contractor shall offer complete solution on turn-key basis involving all aspects of required components along with comprehensive responsibilities of supply, installation, wiring, testing, commissioning& support for the supplied system.
  - 6.2.9      The Contractor must submit valid Latest TEC approval certificate for the particular model of system Quoted and the same must be issued in the name of Manufacturer/dealer/ tenderer.
  - 6.2.10      The Vendor will prepare and submit the Installation Report mentioning complete details of system and other Equipment's including serial no. after completion of work.
  - 6.2.11      All jobs, whether mentioned explicitly in this tender document or not, but required for completion of work during installation shall be the total responsibility of the successful bidder.
  - 6.2.12      Any other items (Equipment, Hardware / Software or licenses) required making system fully operational, not specifically mentioned in schedule of works will also be in the scope of the bidder.
  - 6.2.13      The Bidder is advised to visit site before quoting for above requirements, between office timings (Monday-Friday).Contractor shall offer the solution

after studying the existing EPABX system. Contractor is deemed to have understood the DFCCIL existing infrastructure, DFCCIL network, type of connectivity, etc.

- 6.2.14 The bidder shall offer complete solution on turn-key basis involving all aspects of required components along with comprehensive responsibilities of installation, configuration, integration, commissioning & support for the supplied equipment.
- 6.2.15 The equipment's supplied by the Contractor shall be the proven new products of the respective OEMs with all necessary accessories and components to meet the scope requirements of this project.
- 6.2.16 Any other item/activities associated with proper functioning of supplied system with the existing EPABX system deemed to have been included in the scope of work.
- 6.2.17 In order to attend breakdowns of the supplied system, the engineering works and electrical works required if any, shall be in the scope of work.
- 6.2.18 The contractor shall provide operational support for Administration and tie-up of EPABX system, etc. at DFCCIL HQ and other locations.
- 6.2.19 The successful bidder shall maintain adequate inventory for parts/spares/system/sub-system for DFCCIL and/or its unit. In case of the item/spare parts being not available due to any reason, the bidder shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the DFCCIL, to avoid any hindrance in the functioning of DFCCIL's EPABX system.
- 6.2.20 The contractor will depute technically qualified, competent and experienced staff in adequate number for the work.
- 6.2.21 The work is to be carried out as per International Norms/Standards and in such a manner that all premises always look Neat & Clean.
- 6.2.22 The Man-power deployed by the contractor shall carry proper and valid I-Card with them while carrying out the work at the sites.
- 6.2.23 The tenderer shall undertake to provide complete software maintenance support including debugging facilities and generation and installation of improved modified and revised versions of Software.

### **6.3 General Technical Specifications:**

- 6.3.1 The design of all equipment and systems shall be based on the latest technology available. The design shall also provide for accommodating future up gradation/expansion in the related field wherever possible.

The exchange shall be capable of proper operation when working in the following ambient conditions:

- a. The system shall be compatible to tropical climate prevalent in India.
- b. The system shall be able to operate in ambient temperature range -5 to +45 degrees Celsius.
- c. The system shall be able to operate in relative humidity as prevalent in New Delhi during Monsoon (maximum of 90%).
- d. All the components shall be rated for continuous operation of the equipment and all the systems and sub-systems shall have

an uptime in excess of 99%.

- 6.3.2 All the equipment, materials and components supplied shall be newly manufactured and without loose or temporary cabling. Wired options with jumpered cabling on circuit boards shall be kept to a minimum.
- 6.3.3 All components used in the exchange shall be non-inflammable or self-extinguishing type and be fully tropicalized.
- 6.3.4 The exchange design shall ensure that the damage caused to one zone does not propagate to other areas and that damage remains highly localized.
- 6.3.5 The exchange shall be protected against malfunctioning on account of noise from electromagnetic or electrostatic sources and induced voltages. The tenderer shall furnish details of the level of protection provided.
- 6.3.6 The metal parts of the system shall be mechanically rugged and made of corrosion resistant material or shall be finished with anti-corrosive finish.
- 6.3.7 The system shall be provided with name plates incorporating the name of the supplier, serial number of the unit, year of manufacture, input/output specifications.
- 6.3.8 The system shall be provided with indications for status of system (continuously) and alarms. These alarms shall be provided to indicate the failure of the power supply or any malfunction in the system. The fault indications shall be sufficient to direct the maintenance personnel for location and rectification of the fault.
- 6.3.9 The system should have the ventilation/cooling arrangements for dissipation of heat generated.
- 6.3.10 The equipment shall be suitably marked in English. All external plug points and connection points shall have bold legends indicating the nature of their use.
- 6.3.11 Direction of connection if possible shall also be indicated.
- 6.3.12 **High End Server** should be commercially of the shelf (COTS) and should not be proprietary, must be 19" rack mountable like HP/Dell or similar.
- 6.3.13 or similar reputed make and should have following minimum specification:-
  - i. Processor: - Intel Xeon silver or higher
  - ii. RAM: - 16 GB (min) DDR4.
  - iii. HDD:- 1 TB or higher, Hard swappable (2 Nos)
  - iv. Should have RAID controller.
  - v. Should have DVD R+W
  - vi. LAN Port Interface: - Should have minimum 4 nos. of Gigabit Ethernet Port
  - vii. Support for high availability clustering & virtualization.
  - viii. Redundant Power supply (AC 220 V, 50 Hz)
- 6.3.14 **License & software for Server:** Should be from OEM. No Third party software/License will be considered.
- 6.3.15 **Manageable POE switch:**  
24PoE 10/100/1000 Base T ports, (24xGbEPoE\_RJ-45ports), 4xGbE combo (RJ-45/SFP) ports, switching capacity / Forwarding rate: 56 Gbps/41.67Mbps or latest specification.  
Input: 100-240VAc,50Hz.
- 6.3.16 **PC/Laptop based console for maintenance:** PC/Laptop (Hp/Dell or similar reputed make), 15.6-inch FHD Laptop (8th Gen i7-8550U/8GB/1TB + 128 GB

SSD/Windows 10 PRO with MS Office or latest specification, Optical scroll Mouse, Multimedia Stereo Speakers of HP/Logitech make or similar, Hard Disk 1TB, Latest Antivirus software (Licensed Version for Desktop Computer) and MS office 2010, auto cad, CD with manual & license etc.

**6.3.17 5 KVA online UPS:**

1. Input: 160-260 VAC Sine wave, 50 Hz, Single phase,
2. Output: 230V +/- 1% Sine wave AC, 50 Hz, Single phase,
3. Battery backup: The supplied batteries should provide at least 4 hours backup on full load with external batteries.
4. Battery type: Maintenance free.
5. Indications: Illuminated digital LCD display Mains, Battery, load, backup time etc.

**6.3.18 EPABX System:**

**A: Minimum system features (not limited to below):**

- Support all signaling standards
- CO/Tie line restriction
- Trunk Camp ON
- Support for R2MFC
- CLI
- Trunk to trunk transfer
- Q-Sig Compatibility with all features
- Area code restriction
- Call Monitoring on trunk
- Silent Monitoring
- SIP

**B. Telephony Features (not limited to below):**

Besides the normal Telephony feature, the system should support the following feature from day one.

- Integrated connectivity for analog, TDM, and VoIP subscribers
- Cost-saving Least Cost Routing for analog, TDM and IP trunks
- Integrated attendant functions
- Different time zones
- Multilingual user interfaces
- Virtual numbering plan
- Multi-tenant functionality
- Integrated Flex Routing for Contact Centre.
- Flexible configuration of local tones and announcements per branch office
- Branch survivability
- Gatekeeper redundancy for HFA subscribers
- Bandwidth resource manager for IP endpoints and branches
- Signaling (TLS) and Payload (SRTP) encryption for VoIP (Voice over IP)connections
- PKI integration for Signaling and Payload encryption
- CTI integration of business applications via CSTA III ASN1, CSTA, XML



- Call detail recording
- Display of a picture from an LDAP directory in a call
- Integration of SIP-based video endpoints
- Emergency dialing
- Multi-Level Precedence and Pre-emption(MLPP)
- User features
- Redial
- Speed dialing system/individual
- Name key
- Call journal
- Toggling
- Call transfer
- Call deflection
- Call-back
- Message Waiting Indication
- Call waiting
- Call park
- Directed call park
- Do Not Disturb
- Flexible and enhanced call forwarding
- Eight-party conference
- Direct station selection key function
- Override and prevention of override
- Hotline
- Mobile HFA(network-wide user mobility)
- Personal ID number (PIN)
- Executive/secretary functions
- Intercom features
- Integrated multi-line key functionality
- Network-wide hunt groups
- Network-wide pickup groups
- One-Number service - simultaneous ringing
- Charge display
- Acoustic and visual status for Signaling and Payload encryption

**C: Terminal Support:**

System should support the following type of terminals.

- Analog Phones
- IP Hard Phones
- DOT PRI/BRI/E1.
- ISDN Extension

**D: Conferencing Features:**

Audio Conferencing - Pre-set Conference Calls

The Conference System should be the same OEM make and have the facility to automatic dial out to connect up to 120 participants in a single meet-me conference. The managed conference should run on a SIP phone. The conference must be able to be controlled by a user defined as Group Operator. The Group Operator should have the option to execute the following commands using a SIP phone:

- The Group Operator must be able to add / remove members.
- The Group Operator must be able to add other conference members.
- The Group Operator must be able to mute / unmute (User, None, All).
- The Group Operator must be able to lock / unlock the conference.
- The Group Operator must be able to close the conference.
- It must be possible to dial out a pre-defined group (or multi-groups) of Participants/numbers by simply pressing the pre-assigned key on the digital or SIP IP phone.
- Each pre-set conference must have its own unique dial number such that when this group number is dialed; all the number stations will ring simultaneously.
- Any combination of stations and external numbers must be able to be defined as Members of the Group Call.
- Participants may join a conference in the audible or in the mute mode, if in Mute mode, the right to speak must be selectively offered to attendees per their Request by a special signal sent to the Group Operator by the attendees.
- Attendees must be able to be added or excluded at any time by the Group Operator
- The conference must be terminated when the Group Operator leaves (auto Terminate if all members left are muted).
- The Group Operator must be able to barge into an existing user call based on
- Pre-emption predefined rules.

**6.3.19 Care shall be taken that:**

- All the non-current carrying metal parts of the system and all other parts of metal shall be bonded together and connected by means of earth continuity conductor to earth electrode.
- The earth pin of socket shall be effectively connected to earth.
- Earth continuity conductors shall be of high conductivity copper wire of suitable cross-sectional area.

**6.4 Warranty / Defects Liability Period:**

- 6.4.1 The equipment's and materials (both Hardware & Software) supplied under this contract shall be covered against all types of defects (manufacturing or workmanship) from the date of commissioning. Defect liability period shall be for a period of **Three (03) year back to back from the date of installation.**

- 6.4.2 During Defect Liability period, contractor shall be required to maintain complete installation in good working condition and to attend any kind of hardware/software or installation related defect arisen due to sub-system defect software component malfunctioning, cable cuts, replacement of batteries or any other hardware/software related issues.
- 6.4.3 Any defect in the system/sub- assemblies found within the warranty period shall be rectified/ replaced by the contractor free of cost. During the warranty/DLP period, Quarterly performance report based on quarterly preventive maintenance of the system shall be submitted.
- 6.4.4 **The contractor shall submit certificate from OEM guaranteeing the warranty of the supplied products under this contract.**
- 6.4.5 In case of any malfunction in Hardware or Hardware Failure or Devices provided in supplied EPABX system are beyond repairable, Vendor has to immediately replace faulty devices with brand new device of same or higher configuration during the entire warranty period.
- 6.4.6 **Support during Warranty Period:**
- The tenderers shall quote for the items including charges for the three year warranty of Exchange. The cost of work will include all materials & labour charges. Registration of the complaint: The Tenderer shall have arrangement to receive complaints during normal service hours. Outside normal service hours and during emergencies special telephonic support shall be made available. The Contractor shall advise the details for registering complaints viz. service person's name, mobile/phone number, email id etc for prompt registration of the complaint. Within 2 weeks of issue of LOA, the Escalation Matrix shall be submitted to the employer. Escalation Matrix shall contain Names, Designation, Address, Contacts (Mobile/Landline) and email id's of the first level and higher level service personnel.
  - In emergency cases, the contractor might be asked to provide services beyond normal working hours and on holidays at no extra cost.
  - Tenderer shall make arrangements for telephonic support via public network and remote diagnostics i.e. fault localization for hardware problems if possible via remote access. Telephonic support shall also be provided to DFCCIL for-general questions on system configuration, on installation and questions relating to operation of the system, regulation information about new technical development on the system, i.e. new hardware and software releases, recommendations and useful tips. Tenderer shall provide availability of telephonic consultation with product- specific and system-specific specialists during Normal Service Hours.
  - For such failure which cannot be rectified through remote diagnostic support, the rectification shall be effected with onsite deployment of the service technician by tenderer.
  - Normal service hours are Monday to Friday from 10.00 AM to 5.00 PM (excluding Holidays).If any Service support work is required to be carried out on Saturday & Sunday or any Gazetted Holidays, the contractor will give at least 24 hours advice to the DFCCIL.

- In case of any breakdown in functionality of EPABX system, the vendor shall be intimated by e-Mail or phone. The vendor has to attend and resolve the problem within 24 hours once the complaint has been informed to them.
- In case vendor is not able to resolve the issue within 24 hours, The Vendor has to provide standby equipment's to ensure complete functionality of supplied EPABX system without any extra cost to DFCCIL.
- If any functionality or equipment of EPABX system remains down for more than two complete working days without any standby, then for each such instance, Rs. 5000/- will be booked as penalty for each day equipment was down.
- However, the total combined penalty against breakdown for whole period will be up to a maximum of amount of Performance security & Retention money. In case total penalty reaches the maximum value, Performance security & Retention money will be encashed and vendor may not be considered for future enquiries. Performance security & Retention money will be released only after depositing of penalty amount to DFCCIL by the vendor as applicable.
- The vendor will guarantee that all the material to be supplied is brand new, original including all components.

## **6.5 Training:-**

- 6.5.1 The Bidder shall provide training on installation, equipment, administration, operation & maintenance and troubleshooting to one batch of 4-5 officials of DFCCIL at New Delhi.
- 6.5.2 The duration of training shall be 1 day where hands on training sessions should also be given. The training should also cover administration, operation & maintenance of the equipment's used in EPABX system.

## **6.6 Deliverables by DFCC**

- 6.6.1 230V AC, single phase at 50 Hz supply (UPS supply, regulated supply) will be made available by DFCCIL to the Contractor.
- 6.6.2 The space required for installation of the equipment shall be made available by DFCC to the Contractor.
- 6.7** DFCCIL reserves the right to modify, expand, restrict scrap or re-invite quotations without assigning any reason.
- 6.8** The office of the Bidder shall preferably be located in Delhi/NCR. Proof of Address has to be submitted along with quotations.
- 6.9** The offer must clearly comply and confirm (Yes/No) against each and every specification of the EPABX system (Annexure, section 6).
- 6.10** The offer must contain detailed technical specifications, technical literature/ brochures of the make and model offered.

## **COMPLIANCE SHEET**

**ANNEXURE (Section-6)**

Sr. No.	Minimum Specifications	Compliance (Yes/No)
<b>General Requirement:-</b>		
1	General requirement of server (Server-gateway architecture) based IP PBX system with necessary software, hardware and license	
2	The objective of this work is to Installed IP based Communication Server PBX at DFCCIL, New Delhi with three year warranty. The servers should be in active-active mode along with gateway and Power supply should be in duplication mode. For this provision required necessary equipment and accessories shall be borne by the tenderer at his own cost.	
3	Model offered is mandatory to mention in tender. Letter of Authorization must be enclosed with tender document.	
4	Active-Active Cluster mode Switching Network, No loss of calls.	
5	The system should be mounted on 19" rack.	
6	Numbering Scheme should be flexible.	
7	Software control of the real-time communications should works on open architecture and based on operating system like LINUX/UNIX/WINDOWS. Documentary proof /certification from OEM are mandatory for authorization, license and software.	
8	Tenderer shall submit complete design solution detailing complete quantification of equipment, hardware, software, application etc.	
9	System should have self-survivability gateway(s) with LAN ports.	
10	System should have facility of PRI interface, ACD & audio conference with necessary license & software and equipped with operator console as well as maintenance console.	
11	System should be compatible for IP phone and video IP phone.	
12	24 Port POE Manageable Gigabit Switch for IP Phones and Video Phone.	
13	SIP Endpoints: System should support Mobile clients, Soft phone clients, IP/SIP Phones connected with server- gateway communication intercom users should act as same extension/parallel ringing clients.	
<b>IP Telephony system architecture:</b>		
14	The IP telephony system should on IP technology (IP at core) active-active cluster server and gateway Type software solution based communication system. The gateways can be geographically dispersed from the Main Server irrespective of whether hosted on LAN or WAN.PCM-TDM based telephone System (card based processor) shall not be accepted. The system should be ipv6 Ready from day one. It should be possible to install the Telephony system in VMs (Virtual Machine) also. System should be IPV-6 ready from day one.	
15	The communication servers must work in an Active/ Active redundancy mode. If one active server fails, other active server must be able to take the complete load of the calls automatically (without any manual intervention) without dropping the Established calls.	

	The communication servers must work in an Active/ Active redundancy mode. If one active server fails, other active server must be able to take the complete load of the calls automatically (without any manual intervention) without dropping the Established calls.	
17	The system should be based on Server – gateway (Client) architecture. The Server should be built on Industry standard Server.(COTS)	
18	The IP telephony system must support unified communication (UC) server & Gateways architecture for SIP, Digital and Analog trunks /subscribers connectivity. Required necessary accessories for connecting multiple gateway to the server should be provided by tenderer at his own cost for operation of server- gateway communication system	
19	All telephony servers must form a Single cluster and should have common database so that any gateway can be registered to any server without any problem in case of Network / server failure. Replication of database should be in real time between Servers.	
20	The IP telephony system shall support all standard SIP enabled third party IP Phone, OEM-IP/SIP Phone (end points), OEM-Mobile Clients (end points), OEM Soft clients on PC (end points) etc.	
21	The solution should allow the servers and gateways to be placed at geographically Separated locations on requirement.	
22	The system should able to use SIP endpoints as extensions for the users and SIP trunks should able to interconnect with any SIP based system.	
23	The IP telephony system shall support all standard SIP enabled third party IP Phone, OEM-IP/SIP Phone (end points), OEM-Mobile Clients (end points), OEM Soft clients on PC (end points) etc.	
24	Any third party SIP enabled phones should work with this solution having SIP/IP third party license. Basic call functionalities shall be supported on any third party SIP enabled IP Phones. OEM IP/SIP Phones shall have complete feature transparency and support SIP end point for OEM mobile client and soft phone clients.	
25	Active-Active servers in cluster should be expandable up to 25000 ports in any combination (Analog/Digital/CO/PRI etc.) Documentary Proof need to Submitted for this purpose.	
22	The system should be capable of supporting trunks / subscribers of IP, Analog, Digital and SIP from day one. All necessary hardware/software should be provisioned from day one.	
23	The gateway shall be non-block able i.e. all IP Phones should able to call all type Users at any point or vice versa. For this provision tenderer must enclose documentary proof with the tender document.	
24	The system should support PC telephony for all users. Analog extension – user of analog extension should be able to view the details of missed calls on the computer interface application. IP User – IP user should be able to view the call log on the computer and dial the numbers from computer. User should be able to create own personal directory on its computer. User can	

	search the name / number form the directory and dial the desired number directly from computer.	
25	Active/Active servers in cluster should be expandable up to minimum of 25000 ports in any combination (Analog/Digital/CO/PRI etc.) Documentary Proof need to Submitted for this purpose.	
26	The system should be capable of supporting trunks / subscribers of IP, Analog, Digital and SIP from day one. All necessary hardware/software should be provisioned from day one.	
27	The gateway shall be non-blocking i.e. all IP Phones should able to call all type Users at any point or vice versa. For this provision tenderer must enclose documentary proof with the tender document.	
28	System shall support Analog phones at least 3 kms and digital phones 1 km on 0.5 mm cu cable from the main exchange / gateway. System should also support all types of end points i.e. third party IP phones with SIP standards, OEM-Digital multi key telephone, third party Analog Phone, OEM-Mobile Clients, OEM-Soft phones /clients, OEM – IP Phones and Video IP Phones etc.	
	<b>System Survivability:</b>	
29	The UC platform must consist of one or many servers where each server in the cluster provides application functionality.	
30	The system gateway must be able to restart automatically without human intervention when the power supply is resumed after complete power failure.	
31	The system should offer maximum availability, with the switchover of call control Processing functions to a redundant in the event of significant fault. The switch over between main call servers should not interrupt established communications	
32	Remote Gateway should provide survival mechanism that allows them to maintain minimum number of essential telephony services for their users, in case of failure in The LAN/WAN links where the signalling with the call server drops.	
	<b>System Management:</b>	
33	The Management platform should provide web access allowing the administrator to manage the system to use any Laptop/PC with an internet browser.	
34	Management platform: - should be able to configuration and programming, fault and alarm management fault diagnosis and support the malicious call Trace. The management platform must allow the administrator to generate reports and graphics of the activity per period of time in terms of traffic, Accounting and alarm.	
35	<b>Certification Requirements</b> 1. The OEM must comply with ISO 9001 certification in all the company's activities. 2. The products must comply with Safety and EMC standards, including FCC, UL/TUV, CE, and the RoHS directive.	
	<b>General:</b>	
36	Numbering Scheme: The system should be suitable for up to 8-digit extension numbering scheme. This numbering scheme should be flexible. System should also allow mixed numbering scheme.	

37	The system should provide distinctive ringing for internal calls, external calls	
38	Meet-MeConferenceuptomax120PartiesinSingleConference/ in different programmable Configuration.	
	<b>Gateways</b>	
39	The gateways shall be capable of being centrally managed via the telephony management application/server. The system should support multiple gateways. System gateways should support the Analog, Digital extensions.	
40	All gateways should be 19" rack mountable form same OEM on whose authorization bidder is Quoting. Gateways should have distributed architecture i.e. if needed gateway Can be kept on different location as and when required. (documentary proof from OEM is mandatory for certification of gateways)	
41	The system gateway should be able to restart automatically without human intervention when the AC/DC power supply is resumed after complete power failure.	
42	Gateway shall work on both AC/DC.	
43	Analog: E&M (2W), E&M (4W), DC loop signalling, DTMF. Digital: 2Mb stream with the following signalling protocols (Digital CEPT, R2MFC)	
44	The system gateways should support the following type of trunks:-i. Analog: - E&M (2W/4W), DC loop signalling, DTMF, etc. ii. Digital:-CEPT,R2MFC ,Standard ISDN PRI,BRI,Q-Sig. etc.	
45	Power Supply – Standard AC/ DC.	
	<b>SIP Endpoint</b>	
46	The IP telephony system shall support all standard SIP enabled third party IP Phone, OEM-IP/SIP Phone (end points), OEM-Mobile Clients (end points), OEM Soft clients on PC (end points) etc. All these OEM licenses of PBX	
47	SIP Endpoints: Mobile clients, Soft phone clients, IP/SIP phones should have mobility connected with IP-PBX users have mobility through Wi-Fi or GSM network and they should act as same extension/parallel ringing clients.	
48	<b>AUTOMATIC CALL DISTRIBUTIONORHELPDESK SOFTWARE WITH MIS-REPORTING.</b>	
49	<b>MDF –Krone type/jack panel type (As per requirement).</b> Analog Gateway Hardware with fully equipped with Patch Panels / MDF With krone modules.	

Signature & Seal of Bidder

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**SECTION - 7****SCHEDULE OF RATE AND QUANTITIES**

**Name of Work:** “Supply, installation, wiring, testing & commissioning of IP server based EPABX system along with associated accessories at DFCCIL Corporate office, Pragati Maidan, New Delhi”.

**Tender No.:** HQ/GGM/S&T/WC/PBX

SN	Description	Qty.	Unit	Basic Unit Rate (Rs.)	Unit GST price	Total Amount (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	{f = c*(e + f)}
1	Supply, installation, wiring, testing & commissioning of IP based EPABX server (Active-Active Cluster Mode) <b>as per technical specifications in tender document</b> <b>Make: Cisco/ Tadiran/Alcatel or similar.</b> Following items are included as detailed below-	1	Lot			
	a) Software licences i.e.02 server license. trunk license for 60 users, Gateway user license for 96 users, SIP user license for 50 users					
	b) High End Server -02 No. <b>Make: HP/Dell or similar.</b>					
	c) Inbuilt 120 Party Audio Conference bridge supporting optional web based GUI interface to manage the conference- 01 Lot.					
	d) Inbuilt 5 agent help desk license contact centre -01 Lot.					
	e) OEM make mobile client license-05 No.					
	f) IP Phone Basic Model with speaker and mike -24 no.					
	g) IP Phone Executive Model with speaker and mike.-12 no.					
	h) Gateway for 96 Analog extensions -01 no.					
	i) Gateway for PRI -02 No.					
2	POE Switch with 24 PoE 10/100/1000 BaseT ports and 4 Gigabit SFP ports. Includes an internal AC power supply 380W power budget as per technical specifications in Tender Document	2	No			
3	Analog Phone with CLI, speaker and mike	125	No			
4	UPS Online 5 KVA with maintenance free battery for providing 4 hrs backup on full load as per technical specification in Tender Document	1	No			
5	Call accounting software, Billing and Budgeter – active budgeting software with call analysis software	1	No			
6	Maintenance free battery 42 Ah,12 volt (including buy back of old batteries of same capacity)	12	No			
7	6 core optical fibre cable	220	mts			
8	Laying of 6 core optical fibre cable through duct only	220	mts			
9	Splicing of 6 core optical fibre cable (both side)	12	core			
10	12 U 19 inch steel rack with transparent Toughened Glass door for Gateway with secure key & lock mounting kit.	1	No			

11	Free Standing 32 U 19 inch steel Server Rack (800x1000) rack with transparent Toughened Glass door with secure key lock mounting kit	1	No			
12	Console (PC/Laptop) for maintenance of Exchange as per technical specification in tender document.	1	No			
13	HDMI high speed cable 15 ft.	5	No			
14	Installation, testing & commissioning of Exchange equipment as stated above, dressing of the telephone cable in the MDFs including all programming function, supply of required patch cords/cables/jumpers in suitable size, interconnection between exchange, exchange MDFs/patch panel including line checking/testing & establish connection of all existing/new telephone instruments for the extension at different location of the office premises as directed by DFCCIL's Engineer.	1	Lot			
<b>Total Cost (including tax) ( in words)</b>						
<b>Total Cost (including tax) (in figures)</b>						

**Note: -**

1. The complete system & installation including hardware, software and other accessories shall be covered under three year back to back comprehensive warranty as per tender document.
2. Rate quoted by the tenderer shall be firm & inclusive of all taxes (GST), surcharges, fees, duties & levies, freight & insurance, etc., as applicable. The price shall include loading, unloading, handling of material, banker's charges, Insurance premiums, any fee to comply statutory Labour laws and other incidental charges etc. **GST shall be paid as per applicability based on the documentary proof in the format as per Annexure-VII (Section-3).**

Signature of the Tenderer(s)

Address:

Date:

## **SECTION – 8**

### **DEVIATION STATEMENT**

#### **Declaration of Compliance to the tender/deviation statement**

We hereby agree to fully comply with all the clauses of the as given in this tender document.

**(Signature of tenderer (s) & company stamp)**

**OR**

We offer our services complying tender conditions and technical specifications except for the following deviations:

Sl. No.	Section/Cl. No	Details of deviation	Reason/Justification for giving deviations	Amount in Rs., if offer is made without deviation

Additional sheets may be used if required.

**(Signature of tenderer (s) & company stamp)**

\*\* Strike out which is not applicable