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

Tender No.: HQ/EL/Maint./LED Downlight/2014

TENDER DOCUMENT

Name of Work:

**Supply, Installation, Testing and Commissioning of
LED Downlights at DFCCIL, Corporate Office,
Pragati Maidan Metro Station Building Complex,
New Delhi**

28.01.2015

Corporate Office

Dedicated Freight Corridor Corporation of India Limited

4th floor Pragati Maidan Metro Station Complex

New Delhi-110001

Phone: +91-11-23454700; Fax: +91-11-23454701

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SECTION - 1
NOTICE INVITING TENDER

Sub: Supply, Installation, Testing and Commissioning of LED Downlights at DFCCIL, Corporate Office, Pragati Maidan Metro Station Building Complex, New Delhi.

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

1.	Tender no.	: HQ/EL/Maint./LED Downlight/2014
2.	Name of Work	: Supply, Installation, Testing and Commissioning of LED Downlights at DFCCIL, Corporate Office, Pragati Maidan Metro Station Building Complex, New Delhi.
3.	Completion Period	: 01 Month from the date of issue of Letter of Acceptance.
4.	Estimated cost of work	: Rs. 7.52 Lacs (Rupees Seven Lac and Fifty Two Thousand Only)
5.	Cost of Tender Form (Non-Refundable)	: Rs. 2,100/- (Rupees Two Thousand and One Hundred Only)
6.	Earnest Money	: Rs. 15,100/- only (Rupees Fifteen Thousand and One Hundred Only)
7.	Sale of Tender Form commence from	: 02.02.2015
8.	Last date of receipt of Tenders	: 09.03.2015 up to 15.00 hrs
9.	Date & time of Tender opening	: 09.03.2015 at 15.30 hrs
10.	Address for communication	: GM/EL/TS, Dedicated Freight Corridor Corporation of India Ltd., Room No. 422, 4th floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Phone: 23454743 Mobile: 9717636845 Centralised Fax: 23454701

Tender form can be purchased from GM/EL/TS, DFCCIL, 4th floor, Pragati Maidan Metro Station Building, New Delhi-110001 on all working days from 02.02.2015, 11.00 hrs to 17.00 hrs and upto 13.00 hrs on **09.03.2015** on payment of **Rs. 2,100/-** in the form of Demand Draft/Bankers Cheque in favour of DFCCIL, New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. Tender form can also be downloaded from the website www.dfccil.gov.in Detailed terms & conditions and future corrigendum/addendum will be posted on the website.

GM/EL/TS
DFCCIL

SECTION - 2
FORMAT FOR SUBMISSION OF TENDER OFFER

(On letter head of firm/company)

Tender No.: _____

Name of Work _____

To
The General Manager/Electrical/Technical Services,
DFCCIL,
New Delhi.

Ref: Tender Notice No.: HQ/EL/Maint./LED Downlight/2014

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **120 days** from the date fixed for opening of the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work of '**Supply, Installation, Testing and Commissioning of LED Downlights at DFCCIL, Corporate Office, Pragati Maidan Metro Station Building Complex, New Delhi**', at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **01 Month** from the date of issue of Letter of Acceptance of the tender.
2. I/We also hereby agree to abide by the DFCCILs/Indian Railways General Conditions Of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of **Rs.** _____ is herewith forwarded as Earnest Money. Full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a) I/We do not execute the contract documents within **Seven** days after receipt of notice issued by the DFCCIL that such documents are ready; and,
 - b) I/We do not commence the work within **Fifteen** days after receipt of orders to that effect.
4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:
1) _____

Signature of Tenderer (s)

2) _____

Address of the Tenderer (s)

Date:

SECTION - 3

INSTRUCTIONS TO TENDERERS

3.1 General

- 3.1.1 Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a Govt. of India (Ministry of Railway) Enterprise, invites Sealed tenders under single packet system for the execution of work of **'Supply, Installation, Testing and Commissioning of LED Downlights at DFCCIL, Corporate Office, Pragati Maidan Metro Station Building Complex, New Delhi'** from Indian Companies/Firms/Agencies experienced in the relevant field of work in the format and as per details given in the Tender document.
- 3.1.2 The Tender document can be obtained from the address given on 'Section – 1: Notice Inviting Tender' during the period mentioned above on payment of Tender document fee of **Rs. 2,100/-** in the form of Demand Draft/Bankers Cheque in favour of DFCCIL, New Delhi issued by any Nationalized Bank of India or any Scheduled Bank, drawn in favour of Dedicated Freight Corridor Corporation of India Ltd., payable at New Delhi. The Tender document can also be down loaded from the website www.dfccil.gov.in. In case the Tender document is downloaded from the website, the Tender document fee of **Rs. 2,100/-** in the form of Demand Draft issued by any Nationalized Bank of India or any Scheduled Bank must be submitted along with the tender offer.
- 3.1.3 A tender offer without Tender document fee of **Rs. 2,100/-**, in case the document is downloaded from the web site, and without earnest money as indicated will be summarily rejected.
- 3.1.4 **Partnership Deeds, Power Of Attorney etc:** The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor
- 3.1.5 The tenderer(s) whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

- 3.1.6 The work is proposed to be executed under the following relationship:
- 3.1.5.1 **Client/Employer:** 'DFCCIL' with its address as given in the Notice Inviting Tender.
- 3.1.5.2 **Contractor:** The successful tenderer to whom the work is awarded shall become the 'Contractor' for the execution of this work.
- 3.1.7 Throughout these Tender documents, the terms "Tender document and tender form" and their derivatives ("Tender"/ "tenderer"), "Tender document/Tender", "Tender documents/Tendering", etc are synonymous. Day means calendar day. Singular also means plural.
- 3.2 Estimated cost of work :**
Estimated cost of the complete work is **Rs. 7.52 Lacs (Rupees Seven Lac and Fifty Two Thousand Only)**
- 3.3 Cost of Tender documenting:**
- 3.3.1 The Tenderer shall bear all costs associated with the preparation and submission of the Tender document and the Employer will in no case be responsible or liable for these costs regardless of the outcome of the Tender documenting process.
- 3.3.2 The Tenderer is expected to examine all instructions, terms & conditions, forms, technical specifications and other information in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender document not substantially responsive to the Tender documents in every respect may be rejected.
- 3.4 Addendum/Corrigendum to the Tender Document:**
DFCCIL may issue addendum(s)/Corrigendum(s) to the Tender document. Such addendum (s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders.
- 3.5 Understanding Tenderer's Obligations and Liability:**
- 3.5.1 The Tenderer must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in the Tender document.
- 3.5.2 The Tender is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the Tenderer and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender document and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the Tender 's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing, including any difficulties for executing the work.
- 3.5.3 At any time prior to the deadline for submission of tender, Employer may for any reason, whether at its own initiative or in response to any request by any prospective Tenderer, amend the Tender documents by issuing Corrigendum, which shall be part of the Tender documents.

3.6 Extension of Deadline for Submission of Tender document:

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

3.7 Preparation of the Tender documents

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

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

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

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

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

3.8 Deviations

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

3.8.2 The tenderer should clearly read & understand all the terms & conditions, specifications, drawings etc mentioned in the original tender documents. If the tenderer has any observations, on the tender conditions & he intends to stipulate some deviations to the tender conditions, the same may be stated in the format of deviation statement contained in the tender document along with cost of withdrawal of each condition. The above cost of withdrawal of the conditions shall be added to the cost of the tenderer to determine lowest tenderer. Tender containing deviations without giving cost of the same may be considered as non-responsive tender & is liable to be rejected. Clauses not so commented upon shall be deemed to have the acceptance of the tenderer and shall therefore, be binding on him.

3.9 Transfer of tender documents.

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

3.10 Earnest Money

- 3.10.1 The Tenderer must deposit Earnest Money of in the form of Bankers Cheque/Demand Draft/FDR from Nationalised/Indian Scheduled Commercial Bank drawn in favour of 'DFCCIL' payable at New Delhi along with the Tender document. A Tender offer not accompanied with the Earnest Money Deposit of the prescribed amount and in the prescribed form shall be summarily rejected.
- 3.10.2 The Earnest Money may be forfeited:
- 3.10.2.1 If the tenderer withdraws his tender offer during the period of offer validity;
- 3.10.2.2 If, the tenderer does not accept the correction of his tender price;
- 3.10.2.3 In the case of a successful tenderer, if he fails, within the specified time limit to furnish the required performance security or Sign the Agreement.
- 3.10.3 Earnest Money of the unsuccessful tenderer should be discharged/ returned without interest as promptly as possible. The Earnest Money of the successful tenderer shall be converted to Retention Money when he has signed the Agreement and furnished the required performance security.
- 3.10.4 Any tender not accompanied by requisite earnest money shall be summarily rejected as non- responsive.

3.11 Validity of tender offer:

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

3.12 Sealing and Making of Tender:

- 3.12.1 The tender documents shall be submitted in two sealed envelopes.
- 3.12.2 **Envelope-1**, super scribing name of work and tender no. containing Earnest Money of the requisite amount in the prescribed form and Tender document fee of the requisite amount in the prescribed form, if the tender document is downloaded from website.
- 3.12.3 **Envelope-2**, super scribing name of work and tender no. containing complete Tender document with all the documents required in the tender, except the Earnest Money & tender document fee, if any.
- 3.12.4 Both the two sealed envelopes viz. Envelope – 1 & Envelope - 2 shall then be sealed in a bigger envelope super scribing following information:
- 3.12.4.1 **Tender no.:**
- 3.12.4.2 **Tender Documents for the Work of - Supply, Installation, Testing and Commissioning of LED Downlights at DFCCIL, Corporate Office, Pragati Maidan Metro Station Building Complex, New Delhi.**
- 3.12.4.3 **Last Date of Submission:** (Last Date of Submission to be mentioned).
- 3.12.4.4 **Submitted to:** GM/EL/TS, DFCCIL, 4th Floor, Pragati Maidan Metro Station Building Complex, New Delhi - 110 001.

3.12.4.5 **Submitted by:** (Tenderer's Name, Address/Telephone No. & Email Address to be given).

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

3.13.1 The completed Tender documents sealed in an envelope, as above, must be dropped in the tender Box kept having tender no. & name of work, kept for the purpose, placed at '**Reception, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi - 110001**' not later than the date & time mentioned in the "**Notice Inviting Tender**". Any delay in the submission of Tender document due to postal delay or any other reason will be the responsibility of the tenderer.

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

3.14 Submission of tender:

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

3.15 Acceptance/Rejection of Tender:

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

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

3.15.3 The transfer of tender documents issued to a tenderer to another tenderer is not admissible.

3.16 Deadline for submission:

3.16.1 The tender duly filled must be received by Employer at the address specified not later than the date & time mentioned in the "**Notice Inviting Tender**".

3.16.2 A tender received later than the deadline prescribed for submission of tender by Employer is liable to be rejected.

3.16.3 Tenders brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the Tender document shall be declared as delayed tenders.

3.17 Withdrawal of tender:

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

3.18 Tender document Opening and Evaluation

3.18.1 Opening of the tender:

- 3.18.1.1 Tenders will be opened on the date & time, at the address mentioned in “Notice Inviting Tender” in presence of tenderers or their authorized representatives who wish to attend the opening of tenders at their own cost. At the time of opening of tender document, both the envelopes will be opened.
- 3.18.1.2 Tenderers or their authorized representatives who are present shall sign in register in evidence of their attendance.
- 3.18.1.3 Tenderer’s name, presence or absence of requisite Earnest Money or any other details as Employer may consider appropriate will be announced and recorded at the time of Tender opening.
- 3.18.1.4 The Tender document will be evaluated as per the given eligibility criteria.

3.19 Clarification of the tenders:

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

3.20 Preliminary examination of Tender documents.

- 3.20.1 The Employer shall examine the Tender documents to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the Tender documents are generally in order.
- 3.20.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 3.20.3 Prior to the detailed evaluation, Employer shall determine whether each Tender document is of acceptable quality, is generally complete and is substantially responsive to the Tender documents. For purpose of this determination, a substantially responsive Tender document is one that conforms to all the terms, conditions and specifications of the Tender documents without material deviations, objections, conditionality or reservation. A material deviation, objection, conditionality or reservation is one:
 - 3.20.3.1 That affects in any substantial way the scope, quality or performance of the contract.
 - 3.20.3.2 That limits in any substantial way, inconsistent with the Tender documents, the Employer’s rights or the successful Tender’s obligations under the contracts; or
 - 3.20.3.3 Whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive Tender documents.

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

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

3.21 Evaluation and comparison of tender

The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of Schedule of Rate & Quantities, rates can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of Schedule of Rate & Quantities, his negotiated offer liable to be rejected and the original offer shall remain valid and binding on him.

3.22 Canvassing

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

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

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

3.24 Award of contract

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

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

3.25 Ineligibility to participate in re-tenders/future cases

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

3.26 Declaration of non-performance or ban status.

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

- 3.26.1 They have been declared a non-performer by Central Government/State Government or a CPSU during the preceding 2 years.
- 3.26.2 They are currently debarred from contract work by Central or State Government of CPSU.
- 3.26.3 Accordingly, tenderer's are required to submit an affidavit declaring their status of non-performance or debarment.

3.27 Details of disputed status of ban/non-performance

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

3.28 Tenderer to be fully responsible for consequences of misrepresentation.

- 3.28.1 Any suppression of information & misrepresentation will render the tenderer ineligible for the tender along with the forfeiture of Earnest Money. The Tenderer will also be liable for disqualification for future tenders of DFCCIL for a period of 2 years.
- 3.28.2 If any suppression of information & misrepresentation is found after the award of Contract, the Contract will also be terminated with forfeiture of EMD, PG & SD (if any). The Contractor will also be disqualified for future tenders of DFCCIL for a period of 2 years.
- 3.28.3 The work shall be carried out by the Contractor either having valid Electrical Contractor License issued by the State Government for carrying out electrical installation work or shall carry out the work through agency having valid Electrical Contractor License, by employing licensed supervisors and skilled workers having valid permits as per the Regulation of Indian Electricity Rules and Local Electrical Inspector's requirements. **The copy of valid electrical contractors license shall be submitted with the tender document.**

3.29 LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER

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

ANNEXURE - I (SECTION – 3)

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

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

Agreement cost /completion cost	Principal /Technical features of work in brief	Sl.No. at which relevant certificate /documents are attached
5	6	7

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

ANNEXURE - II (SECTION – 3)

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

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

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

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

To
The GM/EL/TS,
DFCCIL,
Pragati Maidan Metro Station Building Complex
New Delhi-110001.

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

Sir,

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

- 1.0 Earnest Money Deposit of the requisite amount in the prescribed form.
- 2.0 Tender Document Fee of requisite amount in the prescribed form, if Tender document is downloaded from www.dfccil.gov.in.
- 3.0 Original power of attorney of the person signing the tender documents, as described in tender clause 3.1.4
- 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 contractual payments received during the last three financial years and in the current financial year (up to date of opening of tender) in the form prescribed in Annexure-II of Section-3.
- 8.0 Certified Copy of Sales Tax/Works Contract Tax Registration Certificate (as applicable).
- 9.0 Certified Copy of Registration of Firm/Company, Partnership deed/Memorandum and Articles of Association of the firm.
- 10.0 Copy of valid Electrical Contractor's License in compliance of para no. 29 of Central Electricity Authority (measures relating to safety and electric supply) Regulations, 2010.

11.0 Undertaking by tenderer, if the tenderer is an Original Equipment Manufacturer i.e OEM of the LED Downlight in the performa given in Annexure – VI A of Section 3.

OR

12.0 Undertaking to be submitted by the tenderer obtained from the OEM of LED Downlight on its letter head in the performa given in Annexure-VI B of Section 3.

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 DFCCIL Administration hereafter called the "DFCCIL" of the one part and _____ herein after called the "Contractor" of other part.

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

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

Contractor _____
(Signature)

DFCCIL : Designation _____
(For President of India)

Address _____

Date _____

Date _____

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

Witnesses :

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

Dedicated Freight Corridor Corporation

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 a 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 a 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:

**(Undertaking by tenderer, if the tenderer is Manufacturer
i.e OEM of the LED Downlight)**

To,
General Manager/Electrical/Technical Services
Dedicated Freight Corridor Corporation
4th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi-110 001.

It is hereby declared that the tenderer, which is submitting the Tender document against Tender No. HQ/EL/Maint./LED Downlight/2014 for the work of 'Supply, Installation, Testing and Commissioning of LED Downlights at DFCCIL, Corporate Office, Pragati Maidan Metro Station Building Complex, New Delhi' is the manufacturer of LED Down light of make. The LED used in the LED Downlight is of _____ make.

(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 of LED Downlight)**

To,

General Manager/Electrical/Technical Services
Dedicated Freight Corridor Corporation
4th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi-110 001.

It is declared that M/s
(Name of Manufacturing Company) is the manufacturer of LED of

We, the OEM of LED Downlight of make, undertake to have supplied to
M/s. (Name of Tenderer) the LED Downlight of
..... make which has LED lamps of _____ make.

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

Tel. No.:

Fax No.:

Email:

SECTION - 4
SPECIAL CONDITIONS OF CONTRACT

4.1 ELIGIBILITY CRITERIA

- 4.1.1 The tenderer(s) shall be eligible only if he / they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year with a minimum of 150% of the advertised tender value.
- 4.1.2 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.

4.2 PERFORMANCE GUARANTEE

- 4.2.1 The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- 4.2.2 The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- 4.2.2.1 A deposit of Cash;
- 4.2.2.2 Irrevocable Bank Guarantee;
- 4.2.2.3 Government Securities including State Loan Bonds at 5% below the market value;
- 4.2.2.4 Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- 4.2.2.5 Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- 4.2.2.6 A Deposit in the Post Office Saving Bank;
- 4.2.2.7 A Deposit in the National Savings Certificates;
- 4.2.2.8 Twelve years National Defence Certificates;
- 4.2.2.9 Ten years Defence Deposits;
- 4.2.2.10 National Defence Bonds and
- 4.2.2.11 Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of DFCCIL (free from any encumbrance) may be accepted.
- 4.2.3 The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement.

This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

- 4.2.4 The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 4.2.5 The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- 4.2.6 Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- 4.2.7 The engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
- 4.2.7.1 Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- 4.2.7.2 Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- 4.2.7.3 The Contract being determined or rescinded the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of DFCCIL.

4.3 SECURITY DEPOSIT

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

- 4.3.2 Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under :
- 4.3.2.1 Security Deposit for each work should be 5% of the contract value,
- 4.3.2.2 The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- 4.3.2.3 Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

- 4.3.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon.

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
- 4.4.7 Drawings
- 4.4.8 Priced Bill of Quantities
- 4.4.9 Any other Document forming part of the Contract

4.5 INDEMNITY BY THE CONTRACTOR

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 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.

4.7.2 The prices shall include all taxes (including service tax), duties and levies, freight & insurance etc.

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 PAYMENT TERMS

- 4.9.1 No advance payment shall be made.
- 4.9.2 70% of accepted rate of supply of material on acceptance & receipt of material at site.
- 4.9.3 Balance 20% of rate of supply & 90% of rate of erection after erection of the material at site.
- 4.9.4 Balance 10% of rate of supply & 10% of rate of erection after commissioning and completion of the entire work as per final measurement and taken over by DFCCIL.
- 4.9.5 Bill/ Invoice should be submitted in duplicate, duly signed and stamped by the Contractor.
- 4.9.6 Payment to the Contractor shall be made through Electronic Clearing System (ECS). The contractor shall furnish the NEFT mandate form issued by his Bank.

SECTION – 5

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

5.1 DEFINITIONS

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

- 5.1.1 **"Client or Principal Employer or Owner"** means the Department, Organization, individual, firm, company, J.V. or Consortium who awarded the work to Dedicated Freight Corridor Corporation of India Limited for execution of the project of which the works is a part, and shall include its heirs, executors, legal representatives etc.
- 5.1.2 **"Employer"** means the Dedicated Freight Corridor Corporation of India Limited, A Govt. of India (Ministry of Railway) Enterprise (DFCCIL in abbreviation) acting through its Managing Director or any other authorised officer and shall include their legal successors in title and permitted assignees.
- 5.1.3 **"Engineer or Engineer in Charge"** means the Project Head of DFCCIL (Employer) or any other officer authorised 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 authorised under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- 5.1.7 **"Sub-Contractor"** means the individual, firm, Company, Corporation, Joint Venture or Consortium, having direct Contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- 5.1.8 **"Other Contractors"** means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a Contract directly or indirectly with the Client/Employer/Engineer other than the Contractor.
- 5.1.9 **"Tenderer" 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 temporary works of every kind required for the execution completion and/or maintenance 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 "**Constructional Plant**" means all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 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 "**Period of Maintenance**" shall mean the specified period of maintenance from the date of completion of the works, 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 centre lines, benchmarks, reference pillars etc.
 - 5.18.1.7 Site clearance except specifically provided otherwise in the Contract.
- 5.18.2 Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.
- 5.18.3 All rates quoted in the Schedule of Rate & Quantities shall be deemed to be inclusive of all types of direct and indirect taxes imposed by Central/State Govt. and local bodies such as excise duty, sales tax, value added tax (VAT), Works contract tax, Service tax, royalties, duties, Cess, Octroi and other levies as applicable and also include all import duties. The rates shall also be inclusive of all taxes, duties and other charges imposed outside the country on the production, manufacture, sale and transport of the Contractor's equipment, plant, materials and supplies to be used on or furnished under the contract and on the services performed under the contract. No additional amount shall be paid or claim be entertained on this account by Employer/Engineer. The Contractor shall get registered with the Sales tax Department immediately after award of work and submit a copy of the same to the Employer/Engineer. He shall be responsible for filing sales tax returns and assessments, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificates to Employer/Engineer from time to time.
- 5.18.4 The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/ permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Engineer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.

5.19 ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK

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

5.20 ITEMS NOT INCLUDED IN THE SCHEDULE OF RATE & QUANTITIES

5.20.1 If any item of work not provided for in the accepted Schedule of Rate & Quantities and required to be executed for completion of work, the Contractor on receipt of instructions from the Engineer, shall be bound to carry out such items of work at the rates to be decided.

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

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

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

5.20.3.2 Cost of labour required for the work.

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

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

5.20.4 In all cases where extra items of work are involved, for which there are no rates in the accepted Schedule of Rate & Quantities, the Contractor shall give a notice to the Engineer 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 finalisation of the bill. The final bill, measurements and documents submitted by the Contractor shall be scrutinised by the Engineer or his representative and in case the same are found not in order, the Engineer shall direct the Contractor to re-submit the final bill along with all details. On receipt of all requisite details and final bill from the Contractor, the Engineer shall have the final measurements taken, recorded and signed jointly. An accountal of any plant, equipment and materials issued by the Engineer to the Contractor, shall also be prepared and signed jointly. Based on the final measurements and materials and plant and equipment accountal statements, the Engineer shall prepare the final bill.

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

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

5.25 MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE

5.25.1 Mode of payment:

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

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

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

5.25.2 Tax deduction at source:

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

5.26 COMPLETION CERTIFICATE

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

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 **PERIOD OF MAINTENANCE**

The Contractor shall maintain, rectify & make good at his own cost any defect/deficiencies, which may develop in the work or as notified by the Engineer during the **maintenance period of 03 years** unless otherwise mentioned in the technical specifications of various equipment, from the date of completion of all the work. Any defect arising due to defective construction/material/workmanship in any structure(s) during the period(s) specified above & due to causes enumerated above, the Contractor shall rectify the same at no extra cost. In case of failure of the Contractor to do so within a fortnight from the date of notice given by the Employer, the same shall be got rectified at the risk & cost of the Contractor.

5.28 **MAINTENANCE OF WORKS**

The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance after the date of passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all

times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the DFCCIL or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

5.29 MAINTENANCE CERTIFICATE

The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The maintenance Certificate shall be given by the Engineer-in-charge/DFCCIL upon the expiration of the period of maintenance shall have been completed to the satisfaction of the Engineer-in-charge/DFCCIL and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the DFCCIL.

5.30 APPROVAL ONLY BY MAINTENANCE CERTIFICATE

No certificate other than maintenance certificate shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

5.31 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.

5.32 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.

5.33 PRODUCTION OF VOUCHERS

- 5.33.1 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.
- 5.33.2 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.

5.34 FORCE MAJEURE

- 5.34.1 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.
- 5.34.2 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.
- 5.34.3 The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- 5.34.4 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.
- 5.34.5 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.
- 5.34.6 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.
- 5.34.7 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.

5.34.8 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.

5.35 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 completion, whether before or after determination of contract shall be settled as under:-

5.36 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.

5.37 CONCILIATION/ARBITRATION

5.37.1 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.

5.37.2 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.

5.37.3 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 at least 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.

5.37.4 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 through 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.

- 5.37.5 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.
- 5.37.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 5.37.7 The conciliation/arbitration proceedings shall be held at a place decided by Conciliator/Arbitrator.
- 5.37.8 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.
- 5.37.9 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.
- 5.37.10 **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.
- 5.37.11 **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 nor payments to the Contractor shall continue to be made in terms of the contract.
- 5.37.12 **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.
- 5.37.13 **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.
- 5.37.14 **Jurisdiction of Courts**
Jurisdiction of courts for dispute resolution shall be New Delhi.

SECTION - 6

TECHNICAL SPECIFICATION

- 6.1 The contractor shall execute the work i.e. Supply, Installation, Testing and Commissioning of LED Downlights at DFCCIL, Corporate Office, Pragati Maidan Metro Station Building Complex, New Delhi.
- 6.2 The price shall cover for replacement of the existing CFL downlights by supply, installation, testing & commissioning of LED downlights at DFCCIL's Corporate Office, New Delhi. The released CFL downlights shall be handed over to the Engineer-in-Charge of DFCCIL.
- 6.3 The LED down light complete with LED lamp, driver, electronic components and fitting shall be of minimum 14 W, round, recessed, 250 Lux at 1mtr above ground level, suitable for inner dia. of 160mm, conforming to the functional requirement specification issued by RDSO, Lucknow for energy efficient LED based luminare unit for indoor lights, **enclosed separately but an integral part of the tender document.**
- 6.4 The price shall also cover for installation, testing & commissioning of each LED down light with appropriate wiring from the existing power supply point as per the relevant Indian standard.
- 6.5 The tenderer must mention the particular make and model no. along with technical data sheet of downlight which is being offered against this tender.
- 6.6 Approved make of the LED downlight: PHILIPS, HAVELLS, OSRAM, WIPPRO, GE.
- 6.7 The Contractor should submit necessary test certificate and proof of genuineness of the LED Downlight supplied, viz. letter of authorization from OEM or its authorized dealer/delivery challan/invoice etc.

SECTION - 7

SCHEDULE OF RATE AND QUANTITIES

Name of Work: Supply, Installation, Testing and Commissioning of LED Downlights at DFCCIL, Corporate Office, Pragati Maidan Metro Station Building Complex, New Delhi.

Tender No.: HQ/EL/Maint./LED Downlight/2014

SN	Description	Unit	Qty	Unit Rate (Rs.)		Amount (Rs.)		Total (Rs.)
				Supply	ITC*	Supply	ITC*	
1	Replacement of the existing CFL downlight with supply, installation, testing & commissioning of LED down light minimum 14 W, round, recessed suitable for inner dia. of 160mm conforming to the functional requirement specification issued by RDSO, Lucknow for energy efficient LED based luminaire unit for indoor lights with latest amendments. Make of LED lamps: NICHIA/CREE/OSRAM/ SEOUL/ PHILIPS LUMILEDS/AVAGO.	Nos.	430					
Total Cost of Work								

* – ITC stands for Installation, Testing & Commissioning.

Total cost of work (Rs. In words): _____.

Note: -

1. The rates quoted above for all the items shall be based on the details mentioned in Section-6, Technical Specifications.
2. Rate quoted by the tenderer shall be firm & inclusive of all taxes and duties leviable. The price shall include loading, unloading, handling of material, banker's charges, Insurance premiums, any fee to comply statutory labour laws and other incidental charges etc.
3. The released CFL downlights shall be handed over to the Engineer/DFCCIL.

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