



Tender No.: EDFC/CPM/MTC/Open Tender/EPABX System/2015-16.
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Public Sector Undertaking of Ministry of Railways)
Illrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58
By pass Vedvyas Puri Meerut.

OFFER DOCUMENT

Tender No.:“EDFC/CPM/MTC/Open Tender/EPABX System/2015-16”

NAME OF WORK: Provision of intercommunication facilities including supply, installation, wiring, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut.

| | | |
|------------------------------------|---|---------------------------|
| Approximate Estimated cost of work | : | Rs.3,38,805/- |
| Earnest money | : | Rs.6,780/- Only |
| Completion period | : | 45 days |
| Offer closing date | : | 08.03.2016 at 15.00 hours |
| Offer opening date | : | 08.03.2016 at 15.30 hours |

NOT TRANSFERABLE

Issued by : Chief Project Manager;
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED;
Illrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58 By pass
Vedvyas Puri Meerut.

Issued to : M/s

.....

.....

**For Chief Project Manager
DFCCIL/Meerut**

Sig. of Tenderer

For CPM/DFCCIL/Meerut

Tender No.: EDFC/CPM/MTC/Open Tender/EPABX System/2015-16.



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
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IIIrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58
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For Chief Project Manager
DFCCIL/Meerut

Sig. of Tenderer

For CPM/DFCCIL/Meerut

Tender Notice

Tender Notice No. "EDFC/CPM/MTC/Open Tender/EPABX System/2015-16"

Chief Project Manager/Meerut, Dedicated Freight Corridor corporation of India Limited (herein after called DFCCIL), a Government of India undertaking under Ministry of Railways, invites sealed open tenders for the following work-

| Tender no. | Name of Work | Approximate Cost | Completion Period | Cost of Tender | Earnest Money | Last Date for Submission |
|--|---|--|--------------------------|---------------------------------------|--|---------------------------------|
| Tender No. EDFC/CPM/MTC/Open Tender/EPABX System/2015-16 | Provision of intercommunication facilities including supply, installation, wiring, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut | Rs. 3,38,805/- (Rs Three Lakh Thirty Eight Thousand Eight Hundred Five only) (This Estimate is, however, is given merely as a rough guide) | 45 days | Rs.1000/- (one thousand Rupees only) | Rs. 6,780/- (Rs. Six thousand seven hundred Eighty only) | 08.03.2016 (up to 15.00 hrs) |

Qualifying requirements and other details are given in the tender document will be available on DFCCIL website www.dfccil.gov.in and www.eprocure.gov.in.

Interested tenderer(s) may obtain tender document from the office of **Chief Project Manager/DFCCIL/Meerut, IIIrd floor Shri Balaji Commercial Complex, Plot No.C-2, Pocket-B, Sector-1, Vedvyaspuri, by Pass NH-58, Meerut** by paying the cost of tender form through Pay Order or demand draft only from any scheduled or Indian nationalized Bank in favour of DFCCIL, payable at Meerut on any working day **on or after 22.01.2016** between 11.00 hrs to 17.00 hrs and upto 12:00 hrs on **08.03.2016**. Tenders will be received upto 15.00 hrs on 08.03.2016 at the office of CPM/DFCCIL/Meerut as above and shall be opened at 15.30 hours on same day. If any changes necessary before opening date of tender the same shall be uploaded/published on website only. If tender document is downloaded from website, cost of the tender document through Pay Order or demand draft only from any scheduled or Indian nationalized Bank in favour of DFCCIL, payable at Meerut, (non-refundable), shall be submitted along with the bid, failing which the offer will be summarily rejected.

In case **08.03.2016** is declared as holiday, tender will sold/ received upto 12:00 hrs / 15:00 hrs on next working day and will be opened at 15:30 hrs on that day.

Office Address:

IIIrd floor, Shri Balaji Commercial Complex,
Plot No.C-2, Pocket-B, Sector-1, Vedvyaspuri,
By pass NH-58, Meerut.

Sig. of Tenderer

For CPM/DFCCIL/Meerut



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Public Sector Undertaking of Ministry of Railways)
Illrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58
By pass Vedvyas Puri Meerut.

Forwarding letter by Tenderer

To,
Chief Project Manager
DFCCIL, MEERUT

Tender No.:“ EDFC/CPM/MTC/Open Tender/EPABX System/2015-16”

NAME OF WORK: Provision of intercommunication facilities including supply, installation, wiring, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut.

1. I/We have read the various conditions of tender attached hereto and hereby I/We agree to abide by the said conditions. I/we also agree to keep this bid open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our **‘Earnest Money’**. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of **Rs. 6,780/- (Rs. Six thousand seven hundred eighty only)** has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
(i) I/We do not executed the contract agreement within **15 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready.
or
(ii) I/We do not commence the work within **7 days** after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.
4. I/We have visited to the office of Chief Project Manager; DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED; Illrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58 By pass Vedvyas Puri Meerut and seen associated infrastructure and offices/Rooms/Locations where this work is to be executed

.....
Signature of Witness.

.....
Signature of Tenderer(s)

Date

Tenderer/s address :

SECTION-1
INSTRUCTION TO TENDERER(S)

Quotation No.:“ EDFC/CPM/MTC/Open Tender/EPABX System/2015-16

NAME OF WORK: Provision of intercommunication facilities including supply, installation, wiring, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut.

GENERAL INSTRUCTION

DFCCIL invites open tender for the work of Provision of intercommunication facilities including supply, installation, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut.

1.1 Key details of the tender are as under-

| | |
|---|---|
| Tender No.: | EDFC/CPM/MTC/Open Tender/EPABX System/2015-16 |
| NAME OF WORK: : | Provision of intercommunication facilities including supply, installation, wiring, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut |
| Estimated Cost of Work (approx) | Rs. 3,38,805/- (Rs Three Lakh Thirty Eight Thousand Eight Hundred Five only) (This Estimate is, however, is given merely as a rough guide) |
| Completion Period | 45 days |
| Type of bid | Quotation |
| Earnest Money | Rs. 6,780/- (Rs. Six thousand seven hundred Eighty only) |
| Date and time of submission of quotation | up to 15:00 Hrs. of 03.03.2016 |
| Date and time of opening of quotation | 03.03.2016 at 15.30 Hrs. |
| Validity of Offer | 90 Days from the date of opening of offer |
| Authority and place for purchase/ submission of tender document & address for Communication | Office of Chief Project Manager; DFCCIL IIIrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58 By pass Vedvyas Puri Meerut. |

2.0 SCOPE OF WORK in Brief

Provision of intercommunication facilities including supply, installation, wiring, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut. This scope of work is illustrative and shall be read in conjunction with “Technical specification & Special Condition of Contract”.

Approximate quantities of items to be executed as given in the 'Schedule of Quantities'. The supply and installation of the equipment shall be done as per the "Technical specification & Special Condition of Contract”.

The scope of the work shall include the following:

- i) Supply, Installation, Testing and Commissioning of the EPABX Exchange with complete hardware and software.
- ii) Supply and Installation of cable for connection between EPABX Exchange and main MDF in Exchange Room:
- iii) Supply, Installation, Testing and Commissioning of the MDF.
- iv) Supply, Installation, Testing and Commissioning of various types of telephone instruments.
- v) Supply of relevant documentation and drawings.
- vi) Training of DFCC's Employee (Two Nos) in operating and maintaining the EPABX exchange.

Sig. of Tenderer

For CPM/DFCCIL/Meerut

Notes:

- a) Provision of 230V AC power supply wiring and outlets shall be done by the contractor.
- b) Proper Earthing for the EPABX Exchange should be ensure by the contractor with the existing Earthing system in the DFCCIL office or if found any difficulty separate pit is to be installed by the contractor for smooth functioning of EPABX system.
- c) Civil work required for fixing/grouting of EPABX racks etc for installation of the exchange shall be done by the contractor under this contract.
- d) for execution of the work smoothly, the contractor shall work in co-ordination with other agencies working in the building.

3.0 SUBMISSION OF OFFER

3.1 All offer shall be submitted "in sealed cover" which should be super scribed as Open Tender No:" EDFC/CPM/MTC/Open Tender/EP ABX System/2015-16" **for the work for** "Provision of intercommunication facilities including supply, installation, wiring, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut"

The offer must be sent to the address of the Chief Project Manager; DFCCIL; Illrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, NH-58 By pass Vedvyas Puri Meerut so as to reach the office not later than 15-00 hrs. on 08.03.2016 of Chief Project Manager; DFCCIL; Illrd floor, Balaji complex Plot no. C-2, Pocket- B, NH-58 By pass Vedvyas Puri Meerut. The offer will be opened on the same day at 15-30 hrs. in the office of Chief Project Manager; DFCCIL; Illrd floor, Balaji complex Plot no. C-2, Pocket- B, NH-58 By pass Vedvyas Puri Meerut in the presence of offerer or their authorized representatives on date, time and place of opening.

- 3.2 In case 08.03.2016 is declared as holiday, tender will received upto 15:00 hrs respectively on next working day and will be opened at 15:30 hrs on that day.
- 3.3 Each page of this bid document shall be submitted duly signed. Document shall be accompanied by documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the offerer.
- 3.4 All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as bid documents).Non - compliance with any of the instructions set forth herein above is liable to result in the offer being rejected
- 3.5 The bids submitted/received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.
- 3.6 Issuance of bid documents will not automatically means that such parties are considered qualified. DFCCIL is not responsible for loss/delay of any offer in transit.
- 3.7 Conditional offers are liable to be rejected. DFCCIL reserves the right to reject such offers summarily without assigning any reasons whatsoever. In case offerer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. Railway will not take cognizance of any other conditions/variatiions from the offer stipulations mentioned at any other place in the offer documents.
- 3.8 **AUTHORISATION AND ATTESTATION:**
Offers shall be signed by the person duly authorized/empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents shall be submitted along with the offers.
- 3.9 **EXECUTION OF CONTRACT** The successful Offerers' responsibility under this contract commences from the date of issue of Letter to Proceed/Letter of Acceptance by Dedicated Freight Corridor Corporation of India Ltd. The successful Offerer shall be required to execute an agreement in the prescribed Performa enclosed herewith with the Dedicated Freight Corridor Corporation of India Ltd. within two weeks of acceptance of his offer.

Sig. of Tenderer

For CPM/DFCCIL/Meerut

4.0 VALIDITY OF PROPOSAL

The proposal shall be kept valid for a period of three (03) months from the date of opening.

5.0 TENDERER'S CREDENTIALS & MINIMUM ELIGIBILITY CRITERIA:

The tenderer shall provide satisfactory evidence acceptable to DFCCIL to show that:

5.1 He is an experienced and established contractor who under takes the work related with supply, installation, wiring, testing & commissioning of Digital Electronic Exchanges and has adequate technical knowledge and practical experience in this specific field. The tenderer has to establish to the full satisfaction of DFCCIL, his credentials and technical competency for executing such work.

5.2 **Minimum Eligibility Criteria:** Only those firms who are having experience in the work of supply, installation, wiring, testing & commissioning of Digital Electronic Exchange or Intercom and complying following eligibility criteria should only participate in the tender.

(i). Tenderer should have successfully completed at least one similar single work related with supply, installation, wiring, testing & commissioning of Digital Electronic Exchange or Intercom Supply, installation, wiring, testing & commissioning of Digital Electronic Exchange or Intercom.

Any one of the following work shall be considered as "similar work" for the purpose of this tender:

- (a). supply, installation, wiring, testing & commissioning of Digital Electronic Exchange or Intercom.
- (b). Any composite work which includes the work of supply, installation, wiring, testing & commissioning of Digital Electronic Exchange or Intercom.

5.3 The following documents shall be submitted by tenderer along with tender.

- (i). List of works completed in the previous financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given.
- (ii). List of works in hand indicating description of work, contract value, approximate value of balance work yet to be completed and date of award.

NOTE: The above items (i) & (ii), supportive documents/ certificates from the organizations with whom they worked/ are working should be enclosed.

5.4 In addition to above, the tenderer shall give further information regarding his credentials or the credentials of his associates, if required by DFCCIL.

5.5 The tenderer (whether his tender accepted or not), shall treat the contents of his tender as private and confidential. He shall also treat the prices quoted by him as strictly confidential till the tenders are opened.

5.6 All the documents, evidences submitted by tenderer along with tender papers are to be self attested & stamped. Tenderer have to reproduce original documents, if desired by DFCCIL administration for verification.

6.0 EARNEST MONEY DEPOSIT (EMD)

6.1 The tender must be accompanied by a sum of **Rs. 6,780/- (Rs. Six thousand Seven hundred Eighty only)** as earnest money deposited in the form of pay orders, demand drafts, Banker's cheque & Manager cheque from a indian nationalized bank or a Scheduled Indian Bank. Earnest money shall be **in favour of DFCCIL payable at Meerut.**

Sig. of Tenderer

For CPM/DFCCIL/Meerut

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- 6.2 The offers not accompanied by valid EMD shall be summarily rejected. Further such contractor shall not be issued quotation for at least one year.
- 6.3 The offerer (s) shall keep the offer open for a minimum period of 90 days from the date of opening of the offer. It is understood that the offer documents has been issued to the offerer(s) and the offer(s), is / are permitted to offer in consideration of the stipulation on his / their part that after submitting his / their offer subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the offerer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.
- 6.4 If the offer is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the offerer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 6.5 The Earnest Money of the unsuccessful offerer(s) will, save as here-in-before provided, be returned to the unsuccessful offerer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the documents or to the Earnest Money while in their possession nor be liable to pay interest here on.

7.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

- 7.1 The offerer must quote a flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule. This percentage shall be applicable on each item of the schedule uniformly.
- 7.2 The rates offered by the tenderer should be firm & consolidated and inclusive of all taxes, incidental transport, duties, levies including ED, ST, VAT, Service tax etc., any surcharge on stores and works contract etc., applicable till completion of the work. **The bid prices shall be in Indian Rupees only.**
- 7.3 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 7.4 The offerer shall quote rates as required in the Rate Sheet, for the entire scope of work. Bids based on a system of pricing other than that specified are liable to be rejected.
- 7.5 If there is a discrepancy in schedule of item between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- 7.6 If there is an error in schedule of quantity in a total corresponding to the addition or subtraction of subtotal, the subtotals shall prevail and the total shall be corrected.
- 7.7 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 7.8 If the Bidder that submitted the lowest evaluated bid & does not accept the correction of error, its Bid shall be disqualified and its bid security may be forfeited.

8.0 SPECIAL INSTRUCTIONS TO THE TENDERERS: The tenderers should go through the following instructions carefully prior to quoting the rates for different items.

- (i) Contractors of adequate experience and resourcefulness should only quote to ensure the good quality work.
- (ii) The Contractor shall be responsible for any damage or loss to DFCCIL or the Administration or of the materials of the buildings and shall be liable to pay the costs of such loss or damage occurred during the execution of the work.
- (iii) False statement made deliberately will make the tender liable to be rejected.

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- (iv) Tenderer should visit DFCCIL and get acquaintance with locations where Intercom Systems will be installed before quoting the rates and should familiarize with the scope of work fully.

9.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Offer(s) shall furnish "**BRIEF DETAILS OF THE BIDDER**" (Annexure-III).

10.0 PARTNERSHIP DEED

The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, tenderer shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. 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. DFCCIL 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.

11.0 RIGHT OF DFCCIL TO DEAL WITH OFFER

The authority for the acceptance of the offer will rest with the DFCCIL which does not bind itself to accept the lowest or any other offer nor does the DFCCIL undertake to assign reason for declining to consider or reject any particular offer or offers.

- 12.0 The offerer/s whose offer is accepted will be required to appear at the office of the **Chief Project Manager, DFCCIL, IIIrd floor, Shri Balaji Commercial Complex Plot No. C-2, Pocket-B, Sector-1, Vedvyas Puri bypass, NH-58 Meerut** in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract within 7 days after notice that the contract has been awarded to him and contract agreement are ready for signature.

- 13.0 In the event of any offerer/s whose offer is accepted and refusing to execute the contract, DFCCIL may determine that such offerer/s has/have abandoned the contract and there upon his/their offer and the acceptance there of shall be treated as cancelled.

14.0 CHECK-LIST

The bidder are requested to duly fill in the checklist as per **Annexure-IV**. The checklist is only a reminder of certain important items, to facilitate the offerer. This, however, does not relieve the offerer of its responsibility to make sure that his proposal is otherwise complete in all respects.

- 15.0 Offer documents are not transferable.

Section 2

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL CONDITIONS OF CONTRACT will form an integral part of the Bid and contract document. In case of any deviation between General conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this Offer document shall prevail.

1.1 DEFINITIONS: - Unless excluded by or repugnant to the context:

- (a) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- (b) The expression "Department"/ "Client"/ "Employer"/ "Corporation"/DFCCIL as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.
- (c) "Drawing" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- (d) "Engineer"/ "Engineer-in-charge"/ "Employer's representative" of the work shall mean the 'Representative' appointed by DFCCIL, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- (e) The "Site" shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- (f) The "Contract" shall mean the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates.
All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- (g) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- (h) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- (i) The "Contract time" means period specified in the Offer document for entire execution of contracted works from the date of notification of award including monsoon period.
- (j) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (k) A "month" shall mean a calendar month.
- (l) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- (m) "Excepted Risks" are risks due to riots (other wise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- (n) "GCC" mean the General Conditions of Contract.
- (o) "Government" means the Government of India.
- (p) "Letter of Acceptance" means the formal acceptance letter from the Employer of the Tender.
- (q) "Local currency" means the currency of Government of India.
- (r) "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- (s) "Urgent works" shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

- (t) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.
- 1.2 Interpretation**
In the contract, except where the context requires otherwise:
- (a) Words indicating one gender include all genders,
- (b) Words indicating the singular also include the plural and words indicating the plural also include the singular,
- (c) "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record, and
- (d) The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.
- 1.3 Relation between the Parties**
Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Contractor's staff. The contractor will have complete charge of Personnel engaged and shall be fully responsible for the services performed by them or on their behalf hereunder.
- 1.4 Communication and Language of Contract**
- 1.4.1 Communication to be in writing**
Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party. Notices shall be deemed to be effective as follows:
- a. In case of personal delivery or registered mail, on delivery
b. In case of telexes, 24 hours following confirmed transmission
c. In case of telegrams, 24 hours following confirmed transmission, and
d. In case of facsimiles, 24 hours following confirmed transmission.
- 1.4.2 Language of Contract**
The Contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this Contract.
- 1.5 Authorized Representatives**
Any action required or permitted to be taken, and any document required or permitted to be by the officials specified in the SCC executed under this Contract by the Employer or the contractor may be taken or executed by the officials authorized for the same.
- 1.6 Entire Agreement**
This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.
- 1.7 Modifications**
The terms and conditions of this Contract including the Scope of work can be modified only by written agreement between the Parties.
- 2. Care in Submission of Tenders:-**
Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions of the General/Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- 3. Rights of the DFCCIL to deal with tender: -**
The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers (s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

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4. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
5. **Omissions & Discrepancies: -**
Should a tender find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially effect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
6. **Earnest Money:-**
6.1 The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under:

| | Value of the work | EMD |
|---|---|---|
| A | For works estimated to cost up to Rs.1 crore | 2% of the estimated cost of the work |
| B | For works estimated to cost more than Rs. 1 crore | Rs. 2 lakhs plus 1/2% (half percent) of the excess of the estimated cost of work beyond Rs.1 crore subject to a maximum of Rs 1 crore |

- 6.2 The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering.
- 6.3 The Earnest Money should be in the form of deposit receipts, pay orders or demand drafts, Banker's cheque & Manager cheque executed by any of the Nationalized Banks or by a Indian Scheduled Bank. Earnest money shall be in in favour of DFCCIL payable at Meerut.
- 6.4 It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- 6.5 If his tender is accepted this earnest money mentioned above will be retained as part security for the due and faithful fulfillment of the contract. The Earnest Money of other Tenderers shall, save as hereinbefore provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- 7.0 Performance Guarantee (P.G)**
- 7.1 On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or Indian scheduled bank in favour of **DFCCIL, Meerut**. The Performance Guarantee shall be submitted 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 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.
- 7.2 This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 7.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.

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- 7.4 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and 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 either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 7.5 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 :
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee
 - (ii) Failure by the contractor to pay 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 the notice to this effect by Engineer.
 - (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

8.0 SECURITY DEPOSIT

- 8.1 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, will 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.
- 8.2 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
- (a) Security Deposit for each work should be 5% of the contract value,
 - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,
 - (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- 8.3 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e after satisfactory completion of warranty period of work as certified by the competent authority. The competent authority shall normally be the authority, who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respect and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
- 8.4 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 will be payable with interest accrued thereon.

9.0 SUPERVISION AND SUPERINTENDENCE

9.1 CONTRACTOR'S SUPERVISION

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of the work. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions / various orders as the Engineer may issue during the progress of the works.

9.2 CONTRACTOR'S AGENTS/EMPLOYEES

No other person except Contractor's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties. Contractors shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof. The personnel engaged by the contractor shall be on the duty of the contractor/agency and under no circumstances shall be deemed to be on the duty of DFCCIL. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the

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contractor/agency undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise. The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions. Contractor shall in no case lease/transfer/sublet for services without approval of DFCCIL, which DFCCIL in its discretion may or may not grant.

9.3 WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to prosecuted as per Indian Laws.

10.0 LAWS AND REGULATIONS:

- a. **Governing Law:** This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- b. **Resolving the disputes:** In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, **DFCCIL**, shall be the final and binding.

11.0 USE OF EXPLOSIVES

Blasting is not permitted on this work unless under exceptionally unavoidable conditions but subject to Government's Policy on the subject matter and approval of engineer in charge.

12.0 PROTECTION

The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor / his representatives shall ensure safety at all times. The contractor shall comply with the instructions issued by the DFCCIL / Engineer / Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

13.0 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

14.0 INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

15.0 SERVICE TAX

Service Tax as applicable in this contract shall be reimbursed by DFCCIL as per prevailing law after the contractor submits the documentary proof of having deposited the same.

16.0 PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other Govt taxes. However, The **service tax** will be paid extra if payable under law on submission of the documentary evidence. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

17.0 STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of opening of tender shall be fully borne by the

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Contractor and shall not be reimbursed to him on any account. The tendered rates shall be inclusive of all taxes levies, octroi etc. In case of increase/decrease of statutory duty DFCCIL shall reimburse/recover such differences. Necessary documents for such changes are to be submitted by bidder.

18.0 DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

18.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Firm/Contractor.

18.2 As soon as it becomes apparent to the Firm/Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the work and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Firm/Contractor or not, the Firm/Contractor shall be bound to apply for extension well within the period of completion / extended period of completion of the whole works and / or portions thereof.

18.3 Extension due to modifications

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

18.4 Delays not due to Employer

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force majeure event or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control.

The Engineer may grant such extensions of the completion period as in his opinion reasonable.

18.5 Delays due to Employer / Engineer

In the event of any failure or delay by the Employer / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

18.6 Delays due to Firm/Contractor and Liquidated Damages

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Firm/Contractor's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Firm/Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Firm/Contractor extension or further extension of time, for completion, as he may decide, subject to the following: -

- a. Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor is in default.
- b. The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be.

The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

18.7 Time to continue to be treated as the essence of contract in spite of extension of time. It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Firm/Contractor.

19.0 Suspension

The client may, by written notice of suspension to the Contractor, suspend all or part of services and payments to Contractor hereunder if the Contractor fail to perform any of the

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obligations under the Contract, including carrying out of the Services, provided that such notice of suspension shall a) specify the nature of failure and b) request the contractor to remedy such failure within a period not exceeding thirty (30) days.

19.1 Engineer's decision on compensation payable being final

The decision of the Engineer as to the compensation, if any, payable by the Firm/Contractor under this clause shall be final and binding.

20.0 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT

20.1 Conditions leading to determination of contract

i. If the Firm/Contractor

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to take steps to employ competent and / or additional staff and labour, or
- j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. Suppresses or gives wrong information while submitting the tender.
In any such case the Engineer on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).
- ii. **In such a case of termination, the Employer / Engineer may** carry out the whole or part of the work from which the Firm/Contractor has been removed by engaging another Firm/Contractor or deployment of own staff at site.

21.0 DETERMINATION OF CONTRACT ON EMPLOYER/ENGINEER'S ACCOUNT

The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

22.0 FOSSILS ETC

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property

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of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out at the expenses of the Engineer's order as to the disposal of the same.

23.0 LABOUR RULES

The contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences. The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

24.0 FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the work within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

25.0 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:

25.1 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.

25.2 Conciliation/Arbitration

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

25.3 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either party for settlement through Arbitration in accordance with the Rules stipulated as under.

25.3.1 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 claim 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.

25.3.2 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

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Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.

25.3.3 Nomination of Arbitrators/Sole Arbitrator

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

25.3.4 No decision given by the Client in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The language of proceedings that of documents and communication shall be English.

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

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

25.3.7 In case, the Contractor opts for settlement of disputes through Conciliation, at first 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.1

25.3.8 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.

25.3.9 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Contractor.

25.4 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 through provisions of arbitration & conciliation provided in the agreement.

25.5 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 shall payments to the Contractor continue to be made in terms of the contract.

25.6 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.

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25.7 Substitute Arbitrators:

If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

25.8 Interest on Awarded Amount

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

25.9 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.

26.0 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be New Delhi only.

**For Chief Project Manager
DFCCIL/Meerut**

Section 3

TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT

1. Scope of Work

Provision of intercommunication facilities including supply, installation, wiring, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut.

2. Brief Description of Work: Brief description of work are as under:

- 2.1 Digital & IP ready EPABX system fully wired for 76 ports with all associated accessories as per tender schedule, scope of work and technical specification mentioned in tender document is to be installed at nominated location in the office of CPM/DFCCIL/Meerut.
- 2.2 Cabinet type MDF fitted with disconnecting KRONE modules & Integrated Protection Modules (IPM) is to be installed nearby existing Intermediate Distribution Frame (IDF) in the exchange room as decided by DFCCIL engineer. Cables are to be neatly dressed up and tied up with the help of lacing thread. The connection/wiring of trunk lines from the external DP of M/S BSNL etc. up to the EPABX room is to be liaison & accomplish by the contractor.
- 2.3 In connection with provision of telephone instruments in various rooms of office of CPM/DFCCIL/Meerut, DPs are to be fixed at various locations as decided by DFCCIL engineer and wirings from DPs are to be done using switch board cables of different sizes for providing telephone connections as per requirement and instruction of site incharge of DFCCIL.
- 2.4 It should be possible to upgrade the EPABX system up to 76 ports just by adding the additional cards. The system shall not be a combination of independent systems interconnected through tie lines.
- 2.5 Work involves supply, installation, wiring, testing and commissioning of digital & IP ready EPABX at office of CPM/DFCCIL/Meerut.
- 2.6 Dust proof KRONE type D.P. (Distribution Point) boxes of standard sizes for external use are to be fabricated. DP boxes are to be fitted with back mounting plate of stainless steel, disconnecting type KRONE make modules, numbering strips, galvanized MS hooks for taking jumper wires etc. Holes of suitable sizes fitted with rubber grommets are to be provided on top & bottom of DP boxes for taking cables inside.
- 2.7 PVC casing-N-capping channels are to be fixed on the wall properly with help of suitable clamps. All required accessories like T joints, bends, screws, flexible pipe etc. are to be supplied by contractor as per the site requirement. All required masonry work like making holes in the wall for taking these pipes, repairing of wall after laying pipes are to be done by the contractor.
- 2.8 PVC socket boards fitted with RJ-11 sockets are to be fixed at various nominated locations of which shall be decided by the site engineer and the details shall be given to the contractor at the time of the starting of wiring.
- 2.9 The site engineer of DFCCIL shall decide the places where the pipes & channels are to laid and telephone wirings are to be provided on the walls, such as offices, verandas, conference room etc. and the details shall be given to the contractor at the time of starting the wiring.
- 2.10 DP boxes of various sizes are to be properly fixed on the wall at nominated locations as decided by site engineer of DFCCIL. Fixing of these boxes should be sturdy & robust. Fixing arrangement of these boxes is to be decided by DFCCIL engineer and contractor has to execute the work accordingly.
- 2.11 The tools and plants required for this work are to be arranged by the contractor for their staff.
- 2.12 The wiring done inside the PVC pipe/casing-N-capping on the wall should be in a straight alignment and should be neat and clean and nicely executed.
- 2.13 Original Equipment Manufacturer (OEM) of Digital & IP Ready EPABX system or its authorized firm in India is only eligible to quote for the tender. The OEM or its authorized firm in India should have their own service centre in India and should submit documents to

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indicate availability of requisite trained manpower, equipments and experience of providing service for EPABX system. OEM shall be experienced and shall be in the field of manufacturing Digital & IP Ready EPABX system.

2.14 Installation, wiring, testing and commissioning of EPABX System should also include following activities.

- 2.14.1 Supply of various type of cords & cables with connectors for wiring between exchange & Intermediate Distribution (Cabinet type MDF) along with lacing supported on Aluminum ladder for taking cables from exchange to IDF and terminations at both ends.
- 1.14.2 Laying switch board cables of required length for wiring between IDF & MDF for 28 lines. IDF will be in the exchange room while MDF (Open type MDF) will be located in adjacent room which is away from IDF. Telephone cables are to be laid along with lacing and terminations on IDF as well as MDF.
- 2.14.3 Connection with installation & commissioning of system are to be arranged and executed by contractor as per instruction of DFCCIL Engineer.
- 2.14.4 Laying, wiring, termination & lacing of cables/ cords between EPABX system & IDF, switch board cables between IDF & MDF.
- 2.14.5 All other materials required to complete the work are to be supplied by contractor as per site requirement.
- 2.14.6 The IDF (Cabinet type MDF) shall be of Krone make floor mounting type. Supplier shall supply the necessary cables require for the termination of the extension and trunks from EPABX system to IDF. The IDF shall be mounted at Exchange room.
- 2.14.7 The IDF shall be equipped with Krone make IPM (Integrated Protection modules) consisting of GD tubes & fuses for protection from high voltage and high current.
- 2.14.8 GD tubes (rare gas type) with normal flashing voltages of 250-300 volts along with PTCs shall be used.
- 2.14.9 The jumper wires shall be undertaken with 0.5 mm coloured telephone wires as per standard practices.
- 2.14.10 The scope also includes neat laying out of cables between EPABX system & IDF and from IDF to MDF and their dressing.
- 2.14.11 Main Distribution Frame shall be of open type of the similar design as existing in Cable Termination Room. Open type MDF should be of such size that KRONE modules of 100 pairs of lines can be fixed properly.

3. Special conditions of the tender / contract

The special conditions supplement the conditions of tender and contracts and the general conditions of contract. Where the provision of these conditions varies with the general conditions of contract, these special conditions shall prevail.

4. Signing of the tender / Contract

- 4.1 In signing of this tender / contract, it would be deemed that the tenderer/ contractor has kept himself fully informed of the provisions of the conditions of contract.
- 4.2 Each and every page of the tender form / contract should be signed by the tenderer.
- 4.3 An individual or individuals signing the tender and other documents connected there with should specify whether he is signing -

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- (i) as sole proprietor of the concerned, or his attorney, or
- (ii) as a partner of the firm, or
- (iii) for the firm procreation, or
- (iv) as a Director, Manager, or Secretary in the case of Limited Company.

In the case of firm not registered under the Indian Partnership Act, the entire partner or the attorney duly authorized by all of them should sign the tender and all other connected documents.

3. Address of the Tenderer / Contractor

Every tenderer / contractor shall state in the tender, his postal address fully and clearly indicating name of sole proprietor, firm's name, landline and mobile phone no., fax no. and e- mail address, if any. Any communications send to the tenderer at his said address including fax no. & e-mail address shall be deemed to have reached the tenderer / contractor duly and timely, notwithstanding the fact that the communication not reached the tenderer / contractor at all or in time because of any inaccuracy or defect in the said address. After submission of this tender, any change in the address and phone no., the tenderer / contractor should immediately advise to Chief Project Manager DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED IIIrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58 By pass Vedvyas Puri Meerut.

4. Right to accept any tender

The DFCCIL shall not be bound to accept the lowest tender and to assign any reason for non- acceptance or rejection of the tender. No tender shall be deemed to have been accepted unless such acceptance has been notified in writing to the successful tenderer/ contractor by the DFCCIL through the letter of acceptance. The DFCCIL reserves the right to accept any tender in respect of the whole or any portion of the work specified in the specification and scope of the work or to divide or reduce the work or to accept any reason what so ever.

5. COMPLETION AS BUILT DRAWINGS

On completion of the work and before issuance of certificate of completion, the contractor shall submit to the Engineer-in-charge three sets of completion drawings drawn at approval scale. Apart from other necessary documents, these drawings shall also include the following:

- a. General layout of the exchange clearly showing position of various cards in the EPABX exchange cabinet along with other necessary details.
- b. MDF / IDF termination diagram.
- c. Termination details at the user end.

6. DOCUMENTS

The contractor shall submit to the Engineer-in-charge, the following documents on completion of the work and before issuance of Provisional Acceptance.

- i. Warranty for equipment installed.
- ii. Test certificates.
- iii. Catalogues.
- iv. Operation and Maintenance manuals.
- v. List of recommended spares and consumables.
- vi. Reconciliation statement.

7. Completion and maintenance period of the work:

The work shall be completed within a completion period mentioned in Tender Notice from the date of start of the work. The maintenance / guarantee/Defect Liability period is defined as 12 months from the date of completion of work.

8. MAKE OF EQUIPMENT/ MATERIALS

The material to be supplied against this contract shall be of best quality and shall conform to relevant specification given in the tender documents. The contractor may be required to produce test certificates from the manufacturers whenever called for by the engineer in charge. The material shall be of reputed make and shall be procured directly from the manufacturer or their authorized dealers. Wherever make of material is not indicated in the tender documents, the contractor shall get the make of material approved by the Engineer-in-charge prior to placing supply order on the supplier/manufacturer. In case of non-availability of material of approved make, the contractor shall immediately inform the Engineer-in-charge, and get approval for alternative make. If desired by the Engineer-in-charge, the contractor shall submit the sample of the material whose approval is required. The decision of the engineer in charge regarding approval of make of any material shall be final and binding on the contractor.

9. Validity of the tender:

The tenderer should keep the offer valid for 90 days from the date of opening of the tender.

10.0 Variation in quantities for the Contracts

Variation will come into the picture when overall agreement value goes beyond 25% of the contracted cost. For variation in Agreement value up to 25%, the contractor will be paid at the agreement rates. For any variation beyond 25% but up to 40%, rates will have a reduction of 2% in the incremental value of the agreement beyond 25%. For Variation beyond +40% , rates will have a reduction of 4% in the incremental value of the agreement beyond +40%.

11.0 Extension of date of completion of Contract Work

11.1 If such failure as aforesaid shall be arisen from any of use, which the DFCCIL may admit as being a reasonable ground for extension of date of completion of the contract work, the DFCCIL shall allow at contractor's specific request to be made in writing before expiry of the completion period. Such additional time will be allowed by competent authority as he may in his absolute discretion, the reasonably justified by the circumstances of the case.

11.2 Extension may be granted by the authority who has signed the contract agreement.

12. SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS& COMPLETION PLANES ETC.

a. The supply of equipment and materials shall include supply of two sets of printed documents from the original equipment manufacturers with each equipment. The documents should include all software documentation required for the equipment.

b. The supply of equipment and materials shall also include necessary documentation related to training on the maintenance of equipment in sufficient number of copies and one CD.

13.0 Schedule of work, Quoting of rates and quantities:

13.1 The offerer must quote a flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule. This percentage shall be applicable on each item of the schedule uniformly. In case of discrepancy, rate quoted in words shall prevail.

13.2 The offerer is required to quote the rates (in both words and figures) in the respective column only and put cross mark i.e. in the other non respective column as given in the above table. if offerer quoted the rates in non respective column i.e. two column or all column their offer shall be treated "Invalid" and summarily rejected.

13.3 The rates offered by the tenderer should be firm & consolidated and inclusive of all taxes, incidental transport, duties, levies including ED, ST, VAT, Service tax etc., any surcharge on stores and works contract etc., applicable till completion of the work.

13.4 The tenderer / contractor shall not make any correction, addition, deletion, alteration in the schedule of work, rates and quantities including estimated cost mentioned in this tender form, otherwise same will be summarily rejected without giving any reason.

- 13.5 The tenderer should mention his rates clearly and visible, if any alteration same should be counter signed. If he has failed to do so, the instructions contained in para above will be applicable.
- 13.6 More than one rate or rates in improper form, are liable to be rejected.
- 13.7 Additional conditions or stipulations, if any, made by the tenderer in this tender form shall not be accepted. It should even be noted that the DFCCIL reserve the right to reject the same without assigning any reason.
- 13.8 The DFCCIL will deduct applicable tax on the gross payment of each bill and all surcharges thereon as prescribed by the Government from time to time and such deduction of tax shall be recovered while making payment to the contractor. The settlement of tax shall be made with the income authorities by the contractor.
- 13.9 The plea of custom prevailing shall not on any account be permitted as an excuse for infringement any of the conditions of the contract or the specification.
- 14.0 Inspection & supervision of workmanship**
- 14.1 The store & workmanship will be inspected by **CPM/DFCCIL/Meerut** or his authorized representative before use/start of the work, during progress of the work, at the time of completion of the work and after completion of the work within the maintenance period as prescribed.
- 14.2 Any damages to plaster, wall, road, platform and any structure/stores/ equipments/ assets pertaining to DFCCIL and general public in execution of this work / contract will be made good in its actual state of form before damage, by the tenderer/ contractor at his own risk and cost. In case of non-fulfillment of this commitment, the DFCCIL shall have the power and right to make recoveries worked out to made good the damages, if any, chargeable to contractor.
- 14.3 Determination of contract and settlement of disputes will be decided by DFCCIL as per specified general conditions of contract.
- 14.4 The contractor shall be fully responsible to any damage for trespasses committed by his workmen / supervisors / engineers in carrying out the work even if DFCCIL authorizes such trespass.
- 14.5 The contractor shall take all precautions against damage from accident, floods or tides etc. No compensation will be allowed to contractor for his plant or part of material lost or damaged by any cause what so ever. The contractor shall be liable to made good the damages to any structure / part of structures, plant or material of every description belonging to the administration, lost or damage by any cause during the course of contractor work. The DFCCIL will not be liable to pay to the contractor any charges for rectification or repair to any damage which may have occurred from any cause whatsoever to any part of the new / existing structure during construction.
- 14.6 A Engineer (s) for supervision of work will be nominated, CPM/DFCCIL/Meerut reserves the right to change the nominated DFCCIL Engineer and / or include more than one nominated DFCCIL Engineers considering the scope of work at any time till completion of maintenance period without assigning any reason to the tenderer / contractor. The intimation of revised nominated DFCCIL Engineer(s), if any, will be given to the contractor accordingly.
- 15. TRAINING OF DEPARTMENT PERSONNEL**
- (a) The contractor shall train the employers personnel to become proficient in operating and routine maintenance of the equipment installed. Training shall be done before the expiry of the defects liability period. The trained personnel should also be able to carry out testing, minor repairs and replacement.
- (b) The period of training shall be adequate and mutually agreed upon by the Owner and Contractor.
- (c) Nothing extra shall be paid to the contractor for training Owner's personnel.

16.0 WARRANTY/GUARANTEE OF EQUIPMENTS:

- 16.1** The contractor shall warranty satisfactory working of all the equipment & the installations installed by him, for a period of ONE YEAR from the date of commissioning & operation. Failing which the warranty shall be extended and the security deposit shall be liable to be forfeited. The warranty for spares should be coincident with the warranty for installed equipment's.
- 16.2** During this period of warranty the Contractor shall keep available an experienced engineer and necessary equipment to attend to any defective due to faulty material, design or workmanship for the satisfactory working of the equipment.
- 16.3** During the period of warranty the Contractor shall be liable for the replacement of any equipment & any parts which may be found defective whether such equipment be of his own manufacture or those of his sub-contractors . Whether arising from faulty design, material, workmanship or negligence in any manner on the part of the contractor at his (contractor's) own expenses. In case of type defects in contractor's equipment & components detected during the warranty period, the contractor should replace all such items irrespective of the fact that whether all such items have failed or not. The contractor shall bear the cost of repairs carried out on his behalf by the purchaser at site, In such a case, the contractor shall be informed in advance of the work proposed to be carried out by the purchaser. All similar parts or equipment shall be interchangeable, with one another
- 16.4** The repaired or renewed parts shall be delivered and installed/erected on site free of charge to the purchaser (DFCCIL).

17.0 TERMS OF PAYMENT

- 17.1** The Contractor/Agency shall submit bills, in duplicate to the CPM/DFCCIL/Meerut office after commissioning and completion of work in all respect and taking over by DFCCIL. Efforts shall be made for payment to be release to the agency through ECS/EFT within 21 days on receipt of bill complete in all respects. Bills having cutting and over writing shall not be entertained unless authenticated by the user. no advance payment shall be made under any circumstances.
- 17.2** The agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor. The agency shall provide include Bank name and address, Account type, Bank A/c No and bank and Branch code as appearing on MICR cheque issued by the bank. In case where ECS/EFT facility is not available, payment shall be released through cheque.

18.0 Error, omission and discrepancies

The tenderer / contractor shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any doubt, shall bring it to the notice of **CPM/DFCCIL/Meerut** and his nominated Engineer/Manager without any delay. In case of any contradiction, only printed rules & books should be followed and no claim for misinterpretation shall be entertained.

19.0 Correspondence

All the correspondence with regards to this work shall be made with DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED IIIrd floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58 By pass Vedvyas Puri Meerut with a copy endorsed to the nominated supervisor for the tender / work.

20.0 TECHNICAL SPECIFICATIONS

20.1 EPABX Exchange

20.1.1 General

- (i) The EPABX exchange should be Open Scape Business X-5 IP/Digital EPABX system (Formerly known as Siemens brand)/Avaya make or if any better model/Company. The documentary proof for the same must be attached.
- (ii) The EPABX exchange offered should be TEC approved. Documentary Proof of TEC approval shall be submitted with the offer.

- (iii) The tenderer shall submit QSIG Test certificate of the EPABX exchange offered from an Authorized body.

20.1.2 Operating ambient conditions:

- (i) The offered system should be compatible to tropical climate prevalent in India.
- (ii) The offered system will be able to operate in ambient temperature range 1 to +55 degrees Celsius.
- (iii) The system should be able to operate in relative humidity of about 30-80%.

20.1.3 Exchange specifications

- (i) The proposed digital EPABX system should be 100% Non-blocking switching system with ISDN/ATM ready. (Integrated Service Digital Network/Asynchronous Transfer Mode), equipped with hardware for digital and analog extensions as given in the schedule of quantities.
- (ii) The proposed EPABX should be fully digital and should employ Stored Program Control (SPC) using pulse Code Modulation/Time Division Multiplexing (PCM/TDM) switching technical confirming latest ITU-T and CCCITT standards.
- (iii) The system should provide complete Non-blocking Digital path for Voice and Data Communication (IP Protocol). The system should also offer an in built Ethernet port management (LAN).

20.1.4 System architecture

- (i) The offered system should be modular in design. The architecture of the EPABX should be capable of seamless migration to its maximum capacity by simply by adding peripheral cards on the same set of control cards & CPU without compromising on any function/features of this system or any degradation of service.
- (ii) Distributed switching should be possible on IP Access points also.
- (iii) The system should have Universal ports for line/trunk cards. Wherein any peripheral cards can be inserted in any slot of the peripheral shelf, thereby is enhancing the flexibility of the configuration.
- (iv) The Central Processing Unit of the EPABX should be a 32 bit Hierarchical microprocessor.

20.1.5 Storage Media

The system should provide world's latest technique of storage media, Magnetic Optical disk, Flash EPROM, for higher reliability and fast booting.

20.1.6 Trunks ISDN (INTEGRATED SERVICES DIGITAL NETWORK): The offered exchange should be an ISDN ready switch. The system platform should be ready for ISDN and only the necessary ISDN BRI & PRI cards (Basic Rate Interface & Primary Rate Interface) need to be added for functionality.

The system should be capable of accepting different types of signals for ISDN BRI & PRI, Ring down, 2W/4W E&M (Ear & Mouth) signalling etc.

The system should support EI (30 channel PCM) level DID.

20.1.7 NETWORKING

The offered system should work under the internationally recognized Networking protocol, QSIG.

The offered system will be equipped with a external call metering facility, fully integrated with the system.

The system should be capable of integrating with TEC approved PRI / E1 (2MBPS) cards of Direct inward Dialing and also for connectivity with other exchanges. The system should support SIP based protocol for internet working of different make EPABXs on IP

Distributed Architecture via IP network

IP Gateway to connect distributed system.

Interface to connect IP access points via the internal IP network infrastructure.

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Shall support the following performance features:

- IP interface to support 60B Channels and above per connected access point.
- 10/100Base-T interface
- support of voice based network protocols via IP
- recognition of DTMF
- Voice Compression
- IP Access Point
- System Shall support IP access points. IP access points to support
- modules of 60 and above B channels in the IP network
- 10/100base T interface
- local TDM switching matrix
- support of voice based network protocols via IP
- support of all features and application of central system
- administrative of all components via central management
- integrated echo compensation
- voice compression

The vendors should include the cost of QSIG Software in the system Price.

20.1.8 CTI (Computer Telephony Inter-phase) Applications

- (i) The offered system should support Computer Supported Telephone Applications (CSTA) in order to facilitate integration of LAN and IVRS.
- (ii) The offered system should support CTI applications (Computer Telephony Integration) for features like Screen Popup through CLI or DNIS (Dialed Number Identification Service).

20.1.9 Voice Mail

The offered system should be capable of integrating with Voice mail system with 500 hours of dynamic storage with following facilities.

- | | | |
|-------------------------------------|---|--|
| 1. Number of Ports | : | 8 ports |
| 2. Number of Mailboxes | : | Unlimited |
| 3. Company Greeting | : | can be recorded at site through normal telephonic Different Greeting for Working Hours and Non Working Hours |
| 4. Transfer Facility | : | Caller Selected Extension Number |
| 5. Operator Extension | : | Configurable for Working Hours and Non Working Hours |
| 6 Directory Service | : | Department-wise Alphabetical Listing Name Dialling (First name or Last Name) Facility for unlisted persons |
| 7. Mailbox Access | : | For Message Leaving For Message Retrieval through Pass-Code Verification. |
| 8. Call Transfer | : | Supervised, Unsupervised, Call Screening, Do Not Disturb |
| 9. On Busy/no Answer/do not disturb | : | Transfer to another extension Transfer to operator, Not disturb forward to mail box |
| 10. On leaving message | : | Transfer to extension, transfer to operator, forward to another mailbox, Directory service |

20.1.10 Conference

It should be possible for extensions users (up to 5 users) with any combination of internal stations and the conference call may be facility- actuated by one of the extension users or by any attendant.

20.1.11 MBPS LAN Connectivity:

The system should support a 10 Mbps LAN connectivity, which is to be used for maintenance configuration of the exchange.

20.1.12 Voice over IP:

The system should support voice over IP (VOIP) applications with additional hardware. The system should support integrated in built IP Gateway. It should be possible to connect IP work points to the offered EPABX.

20.1.13 Mobility Solutions

The offered system should support IP soft phones and integrated DECT solution. The system should be capable of integrating with captive and public paging systems.

20.1.14 Maintenance Console

The system should have the compatibility to connect an external PC for maintenance programming.

The system should support remote fault diagnosis up to card level.

Call statistic reports as required by the user should be available on the monitor as well as printouts.

20.1.15 Diagnostic And Maintenance Facility

The system should have in built diagnostic features such as Isolation/detection of faulty line/junction and restoration of faulty lines/junctions after rectification.

The EPABX should have auto restart capability to automatically reload the system software after system power is restored to it.

20.1.16 Subscribers Facilities

- 1) The system should have the capability for tracing Malicious calls. This facility should also be available for level DID in the exchange in addition to all the extensions.
- 2) The system should offer two way splitting of calls.
- 3) The system should provide the facility of three party conference. In addition, the system should have the provision of multiple 5 party simultaneous conference involving any kind of trunk or extension.
- 4) The offered system should have the capability of assigning to each extension a variety of specified services.
- 5) Call forwarding should be available in the offered system.
- 6) The offered system should support simultaneous wake up/reminder calls.
- 7) The system should support abbreviated dialing system for at least 100 numbers.
- 8) The offered system should also support multiple individual dialing groups as abbreviated dialing system.
- 9) The system should be capable of allowing the uses to access all the facilities from any extension of the EPABX.
- 10) The system should allow user to assign passwords to their phones to prevent misuses of subscriber's facilities provided.
- 11) Extension to extension calls-Extension "A" can make the call to extension "B".
- 12) Dial in line (DIL)-A CO trunk line will land directly on extension instead landing on operator console.
- 13) Direct inward dialing-External caller can call directly on the extension by dialing the prefix of trunk line followed by the extension no.
- 14) direct outward dialing-A user can dial an access code to take a trunk line and dial the external no.
- 15) Class of service for local/ISD/STD/restricted STD-A user can be restricted with either local or local+STD or Local+STD+ISD facility with programming changes.
- 16) Discriminating ring for internal and external calls-Different ring for internal incoming calls and external incoming calls.
- 17) Night class of service-Class of service of the users in Night mode.
- 18) Appointment reminder-A user can set a reminder call at a predefined time. At defined time extension gets a ring.
- 19) Abbreviated dialing for EPABX system list of external nos. can be abbreviated. Access of the list can be given to the extension. Now extension can dial any of

- the no. from the list by a abbreviated dialling code followed by the no.
- 20) Abbreviated dialling for individual-An individual user can also define the nos. on the key of the keypad and dial them by abbreviated code followed by the key on keypad.
 - 21) Dynamic call forwarding-An user can forward the call by dialling call forwarding code following by the destination extension.
 - 22) Add on conference (6 party) on analogue extension-An user set up 3 party conference and them further add on the users maximum up to 6 including the conference initiator.
 - 23) Add on conference (6 party-Ma. 5 external) -An user can set up the conference call and further add on the users maximum upto 6 including the conference initiator.
 - 24) Automatic call back on busy extension/ringing extension/ DND-An user can request the call back on the busy/ringing/DND extension.
 - 25) Automatic call back on busy trunk-An automatic call back can be requested on the busy CO trunk.
 - 26) Call pick up & group call pick up-In group call pick up an user can pick up the call of other extension by dialling a code if both the extensions are part of call pick up group. In call pick up an user can dial the call pickup code followed by the extension no. to pick up the call.
 - 27) Call consultation-if any user has put up a call o hold and talking to another call then he can press a code to switch between the two.
 - 28) Call forwarding- Preset, busy, ring-An user can forward the call some destination in busy or no reply state.
 - 29) Hunting groups-Hunting group can be made to enable the incoming call to move in a cyclic or linear mode within a group of extensions.
 - 30) Last number redial-Enables user to dial last dialled no. by dialling code.
 - 31) Do not disturb-An user can put his/her extension in do not disturbed mode by dialling a code so that no other user can dial his/her extension.
 - 32) Executive override-Enables an user to override the call of any other extension i.e if the dialled extension is in conversation mode.
 - 33) Override security-If an user extension id protected against override then no extension can override him/her.
 - 34) Flexible programming facility-The offered system is flexible in programming and lot of changes can be made easily.
 - 35) pre information tone (warning tone)-There is a warning tone which comes when an user overrides other extension.
 - 36) Group to group restriction-An ITR group can be restricted to another ITR group so that one extension with one ITR group should not be able to talk to another extension with another ITR group.
 - 37) Voice mail interface-voice mail can be interfaced with the offered system.
 - 38) Personnel identification number-A PIN can be used by an user to lock/unlock the outgoing dialling.
 - 39) Auto relocate-Enables an digital extension user to shift to other digital extension with the same no. just by dialling a code.
 - 40) Call parking-Enables an user to park a call (putting a call onto hold for some time and making the extension free)
 - 41) Voice guidance-Voice guidance for certain functions are available in the offered system.
 - 42) Hot line-With the hotline feature an user will connected to the predefined destination extension without dialing any no.
 - 43) Automatic disconnection of CO (central office) line after predefined time-Enables at the CO trunk to be disconnected after a predefined time.

20.1.17 Main Distribution Frame

The offered system should provided with Krone MDF along with arrestor blocks and tag blocks. IPM's should be available for all the Trunk line and extensions. The system should be provided with integrated system modules.

The system should be provided the dust proof enclosure for Krone.

20.1.18 Power supply

Power consumption of the exchange at full traffic conditions should be as low as possible. Bidders shall specify the power consumption in their offer.

The system should be able to take normal 230V AC Supply and should also have the provisions of working on DC Supply.

20.1.19 Life Cycle

The offered exchange should have a life cycle of at least 7 YEARS.

20.2 OPERATOR CONSOLE SPECIFICATIONS

- a. The offered exchange should be capable of supporting minimum 2 (two) operator consoles.
- b. The operator console shall be a Latest PC Based/Screen based console. In case of a non PC based console, it should be equipped with DSS for minimum 18 lines.
- c. Trunk calls can be offered to busy subscribers by interruption by the operator, who in turn disconnect himself.
- d. The operator should be able to access any type of outgoing circuits of the exchange.
- e. The operator console should be able to monitor how many incoming calls are waiting for him.
- f. The following facilities should be available in the offered operator console.
 - Visual Display of calling and called stations
 - Key pad dialing
 - Busy override
 - Call splitting
 - Trunk to trunk access/transfer
 - Trunk to CO transfer
 - Subscriber identity
 - Transfer to trunk call to other console
 - Breaking into busy extension with an interruption tone
 - Serial calling abbreviated dialing
 - Call parking
 - Selective pickup of calls on hold
 - Indication of waiting calls

20.3 Telephone Instruments specifications

a. Digital Phone type-I

1. 2/3line total 24 character LCD display with adjustable display with minimum 18 keys.
2. Message Waiting Indication
3. Full duplex hands-free talking with echo suppression to suit ambient conditions.
4. 1 interface for max. 2 keys modules.
5. Dialog keys for easy menu navigation and selection.
6. Keys (plus, minus) for setting ringer volume, ringer, pitch, hands free talking quality, alerting tone and display quality.
7. Caller name display
8. Automatic call back
9. Display of missed calls
10. Time display
11. Suitable for wall-mounting

b. Hands free Analog phone with CLI

1. Hands-free talking/Open listening.
2. 24 or more digit numerical display.

3. Repertory keys (10)
4. CLASS functions (pre-programmable, call back).
5. Last number redial (last 5 numbers)
6. On-Hook dialling (OHD).
7. Electronic key lock.
8. Direct call (baby call).
9. Call duration display.
10. Notebook function (storage of telephone number during the call).
11. Handset receiver volume control (3 steps).
12. Manual pause.
13. Mute (with / without melody).
14. Adjustable volume and tone sequence, with audible check.
15. Pulse or tone dialling, temporary switch-over possible.
16. Recall key (flash, 5 flash times pre-programmable).
17. Hearing aid compatibility conforming to CCITT P.37

SECTION-4**Schedule of Work and Approximate Quantities**

NAME OF WORK: Provision of intercommunication facilities including supply, installation, wiring, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut.

| Item No. | Description of items | Unit | Qty. | Rate/Unit in Rs. (in figure) | Total Amount in Rs. (in figure) | Model & Make as applicable |
|---|---|----------|------|------------------------------|---|----------------------------|
| 1 | Open Scape Business X-5 IP/Digital EPABX system/Avaya make 4X4X24 (28 lines) expandable up to 76 ports or better in model/Company as per Technical specifications & Special Condition of Contract | Nos. | 1 | 2,10,141.00 | 2,10,141.00 | |
| 2 | Installation of EPABX Intercom System including cabling and others | Lump sum | 1 | 13,680.00 | 13,680.00 | |
| 3 | Digital Phone Open stage 15T +Open stage Key Module 15(18Keys) or equivalent Model | Nos. | 2 | 16,275.00 | 32,550.00 | |
| 4 | Push button telephone instrument set with CLIP , Caller ID facility and Speaker Phone (Model No. Simens Euroset 2025/Equivalent Model) | Nos. | 18 | 2205.00 | 39,690.00 | |
| 5 | Push button telephone instrument set (Model No. Simens Euroset 2005/Equivalent Model) | Nos. | 6 | 997.50 | 5,985.00 | |
| 6. | M.D.F. 100 pair Krone Make or equivalent Model | Nos. | 1 | 6,825.00 | 6,825.00 | |
| 7. | Cable 2 Pair of Make Delton/City/Plaza or equivalent make | Mtr | 480 | 18.32 | 8,794.00 | |
| 8. | PVC Channel for cable | Mtr | 350 | 22.90 | 8,015.00 | |
| 9. | Nexus UPS with suitable capacity of Battery/equivalent for 1Hr.Backup | Nos. | 1 | 13,125.00 | 13,125.00 | |
| Total cost in Rs. (in figure) of above list of items | | | | | 3,38,805/- | |
| Total cost in Rs. (in words) of above list of items | | | | | Three Lacs Thirty Eight Thousand Eight Hundred Five only | |

%(Percentage) above /at par/below of above should be entered by bidder/ tenderer in figures and words as provided in the respective column only and in the column of "% at Par" write only "at par".

My rates are.

| Description | % below | | %at par | % above | |
|---|-----------|----------|----------|-----------|----------|
| | In figure | In words | In words | In figure | In words |
| Total Cost of Schedule items(1 to 9 above) | | | | | |

Sig. of Tenderer

For CPM/DFCCIL/Meerut

Note:

1. **The offerer must quote a flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule. This percentage shall be applicable on each item of the schedule uniformly. In case of discrepancy, rate quoted in words shall prevail.**
2. **The rates offered by the tenderer should be firm & consolidated and inclusive of all taxes, incidental transport, duties, levies including ED, ST, VAT, Service tax etc., any surcharge on stores and works contract etc., applicable till completion of the work. The bid prices shall be in Indian Rupees only.**
3. **The offerer is required to quote the rates (in both words and figures) in the respective column only and put cross mark i.e. in the other non respective column as given in the above table. if offerer quoted the rates in non respective column i.e. two column or all column their offer shall be treated "Invalid" and summarily rejected.**
4. The offerer shall quote rates as for the entire scope of work. Bids based on a system of pricing other than that specified are liable to be rejected.
5. Rates will be subject to price variation as per special conditions of the contract.
6. If the Bidder that submitted the lowest evaluated bid does not accept the correction of error, its Bid shall be disqualified and its bid security may be forfeited.
7. Tenderer must quote make & model against tender schedule items, wherever applicable and has to submit catalogue of the item to verify make & model.
8. Tenderer must furnish compliance statement of technical specification as mentioned in tender document with documentary proof, wherever applicable.
9. Tenderer must submit relevant documents & certificates as mentioned in various clauses of tender document.

Declaration by the tenderer

- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

**Signature of tenderer/s
Address:**

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To DFCC Name & Address of Project.

[Acting through _____ (Project In charge) & Address of the Project]

WHEREAS _____ [name and address of Consultant]

(Hereinafter called "the Contractor") has undertaken, in pursuance of letter of acceptance 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 Consultant shall furnish you with a 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 (name / address of the bank) have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we(name / address of the bank) hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to 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(name / address of the bank) hereby waive the necessity of your demanding the said debt from the (Contractor) before presenting us with the demand. We(name / address of the bank) 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 guarantee shall be valid up to _____ (a date 60 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____ Address: _____

Date: _____

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between DFCCIL, acting through Dy. Chief Project Manager, DFCCIL, IIIrd floor Balaji Complex Plot C-2, Pocket –B sector-1 NH-58 Bypass Vedvyaspuri, Meerut. (herein after called the “employer /Engineer”)of the one part and (Name / address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. Contract No. _____ (hereinafter called “the works”, and has accepted a Bid by the Consultant for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

(Name, Designation and address of the signatory)

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

Witness: Witness:

- 1.
- 2.

(Name, Designation and address of the authorised signatory)

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

- 1.
- 2.

Name and address of the witnesses to be indicated.

Sig. of Tenderer

For CPM/DFCCIL/Meerut

BRIEF DETAILS OF THE BIDDER

1. Name of the agency and address :
2. Person to be contacted :
3. Designation :
4. Telephone Nos. (office) :
5. Mobile No. :
6. Fax Nos. :
7. Category of Firm: Whether Partnership /
Ltd. Co./Sole or proprietorship , etc. :
8. Particulars of Bank Account :
- (Bank Account details required for release of EMD through NEFT/RTGS)
- A. Name of the Bank :
- B. Name of the Branch :
- C. Address :
- D. Telephone No :
- E. Type of the account (S.B, Current or
Cash Credit) with IFSC & MICR code :
- G. Account number (as appearing
on the cheque book) :

(In lieu of the bank certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your bank passbook issued by your bank for verification of the above particulars.)

9. Please furnish the following details:
 - 9.1 Give details of your previous experience of works related with supply, installation, wiring and commissioning of Digital Electronic Exchanges in last three years including current financial year in reputed organization including details of items & their cost.
 - 9.2 Have you any consultants to assist you in this work? If so, give full particulars.
 - 9.3 Give details of technical personnel you would employ for execution of this contract and a brief note about their qualifications and experience.
 - 9.4 The technical person so employed for execution of contract shall not be changed or replaced by the other personal without prior permission with the DFCCIL.
- Note: Above information shall be precise with full details.

It is certified that information given above is true to the best of my knowledge and nothing has been hidden/misrepresented.

Sig. of Tenderer

Signature of tenderer/s
For CPM/DFCCIL/Meerut

CHECKLIST

NAME OF WORK: Provision of intercommunication facilities including supply, installation, testing and commissioning of EPABX and allied works in the office of CPM/DFCCIL/Meerut.

Name of tenderer:

| SN | Items Description | Reference | Enclosed |
|-----------|---|----------------------------|-----------------|
| 1 | Earnest Money Deposit | Clause 6.0 Section-1 | Yes/No |
| 2 | Brief details of the bidder | Annexure III | Yes/No |
| 3 | Forwarding letter by tenderer | Page 4 | Yes/No |
| 4 | Authorization letter in favour of person signing the bid documents | Clause 3.8 Section-1 | Yes/No |
| 5 | All the Annexures should be properly filled up and relevant documents attached and indicated in Annexures, where asked. | Annexure-I to Annexure-III | Yes/No |
| 6 | Check-list | Annexure-IV | Yes/No |
| 7. | The tender document shall be sealed in a cover properly. Any loose paper/ documents separately shall not be considered as part of tender offer. | | |
| 8. | RATES TO BE QUOTED ON RATE SHEET of Section-4 ONLY. | | |

Signature of tenderer/s