



IRCON International Limited



NO. IRCON/5010/DMRC.ELECT.BE-8/Fencing/38/A

# IRCON INTERNATIONAL LIMITED

(A Govt. of India Undertaking)  
Under Ministry of Railways

## NOTICE INVITING TENDER

NO. IRCON/5010/DMRC.ELECT.BE-8/Fencing/38/A

Dt. 20.11.2009

Dear Sir,

**SUB: TENDER FOR SUPPLY & FIXING OF MESH KNITTED FENCING AT MUNDKA, BOTANICAL GARDEN & SUSHANT LOK RSS FOR DELHI MRTS PROJECT: CONTRACT BE-8.**

IRCON invites offer for "**SUPPLY & FIXING OF MESH KNITTED FENCING AT MUNDKA, BOTANICAL GARDEN & SUSHANT LOK**" for the above mentioned Project of DMRC located in Delhi State.

1.0 Your most competitive offer in a sealed envelope should be superscribed "To be opened by the addressee only." Offer for "**SUPPLY & FIXING OF MESH KNITTED FENCING AT MUNDKA, BOTANICAL GARDEN & SUSHANT LOK RSS**" for DMRC Sub-station Package (Contract BE 8) should reach to:

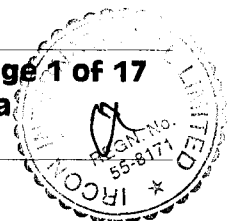
**GENERAL MANAGER/ELECTRICAL,  
ATTN: MR. ALOK N. MATHUR,  
IRCON INTERNATIONAL LTD.,  
C-4, DISTRICT CETER, SAKET,  
NEW DELHI -110 017.  
LATEST BY 15.00 HRS. ON 11.12.2009.  
OPENED AT 15.30 HRS. ON 11.12.2009**

1.1 ***Tender document is available on IRCON's website i.e. [www.ircon.org](http://www.ircon.org), at free of cost.***

Signature of Tenderer

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- 2.1 **SCOPE OF WORK:**  
Scope of work for this tender shall be “**supply & fixing of Mesh Knitted Fencing at Mundka, Botanical Garden & Sushant Lok RSS**” as per BOQ attached (**ANNEXURE-A**) and Technical specification/drawings (**ANNEXURE-B**). Offer shall be submitted in full conformity with the Technical specification/drawings as enclosed in **ANNEXURE-B**. Deviations, if any, shall be brought out specifically with reference to commercial & technical requirements etc. in a separate deviation sheet. However, IRCON reserves the right of considering/rejecting the deviations quoted by the bidder. No claim on this account shall be acceptable.
- 2.2 **AWARD OF WORK:**
- 2.2.1 After finalizing the rates and terms of the contract, IRCON shall issue a Letter of Intent (LOI) in token of having agreed to engage the bidder for “**supply & fixing of Mesh Knitted Fencing at Mundka, Botanical Garden & Sushant Lok RSS**” as per DMRC's technical specification/drawings.
- 2.2.2 Formal Letter of Acceptance (LOA) will be issued by IRCON only after the receipt of the vendor approval for “**supply & fixing of Mesh Knitted Fencing at Mundka, Botanical Garden & Sushant Lok RSS** as per DMRC's technical specification/drawings” by IRCON from the ultimate client i.e. Delhi Metro Rail Corporation (DMRC).
- 2.3 **QUALIFYING CRITERIA:**
- 2.3.1 Annual Turnover of the firm for the past 3 years ending 31<sup>st</sup> March of previous financial year should be at least Rs. 9,03,552/-.
- 2.3.2 Firm must have experience of having successfully completed similar types of works during last 7 years ending 31<sup>st</sup> March of the previous financial year either of the following:
- (a) One similar work costing not less than Rs. 19,57,696/-.
- (b) Two similar works costing not less than Rs. 12,04,736/-.
- (c) Three similar works costing not less than Rs. 9,03,552/-.
- 2.3.3 **SIMILAR WORKS:**  
The firm should executed at least one work of supply & installation of similar type of mesh knitted fencing which shall be in successful operation for more than three years as on the date of bid opening, to Railways, Metros, Govt./Semi-Govt. Depts.

Boarder Road Organization, Highway and Airport Authorities, Major Projects etc.

Firms shall submit documents in support of meeting the criterions as detailed above.

3.0 **BILL OF MATERIAL:**

3.1 Detailed Bill of Materials (if applicable) for each item shall be submitted with the bid.

3.2 Bidder shall also furnish detailed drawings, literature and catalogs with the bid for taking approval from DMRC.

4.0 **BID VALIDITY, EARNEST MONEY DEPOSIT & DOCUMENTS:**

4.1 **BID VALIDITY:**

The offers shall be valid for 1 month from the date of opening of bid submission or if required, any subsequent extended validity requested by IRCON.

4.2 **EARNEST MONEY DEPOSIT:**

4.2.1 The offer shall be submitted along with the EMD of **Rs. 15,500/- (Rupees Fifteen thousands Five Hundreds only)** in the form of Demand Draft in favor of M/s. IRCON INTERNATIONAL LIMITED payable at New Delhi from a schedule Bank of India. Offer without EMD shall be summarily rejected and not opened.

4.2.2 The EMD of successful bidder will be returned when the bidder has signed the contract agreement or adjusted against Retention Money. The EMD of unsuccessful bidders shall be returned on finalization of tender.

4.2.3 Conditions under which EMD may be en cashed:

- If the bidder withdraws his bid during bid validity.
- If the bidder does not mobilize in specified time and after ward of contract.

4.3 **DOCUMENTS TO BE SUBMITTED BY TENDERER:**

The documents required along with the tender are listed below. The tenderer/s is advised to examine the various conditions and submit necessary documents accordingly.

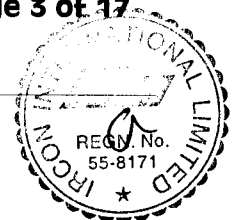
4.3.1 Details of similar works completed in last seven years.

4.3.2 Annual turnover for the last three years with supporting

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documents.

- 4.3.3 Registration of company.  
4.3.4 Registration under labour laws.  
4.3.5 Sales tax/Works contract tax registration certificate, Service tax registration certificate, Income Tax return as applicable.  
4.3.6 Schedule of start and completion of work in the form of bar chart.  
4.3.7 Earnest money deposit of requisite amount in the prescribed form.  
4.3.8 Original power of attorney of the person signing the tender documents or photocopy duly attested by Notary Public.  
4.3.9 Details of on-going works.

5.0 **PRICE BASIS:**

- 5.1 The offer shall be submitted in Indian Rupees only on "**FIRM PRICE BASIS**". Bidders are required to quote in the Schedule of Rates & Quantities as per enclosed **ANNEXURE – A**.  
5.2 Prices shall cover Supply of Equipment as required at site as per delivery schedule.

5.3 **PRICE VARIATION:**

Prices quoted by the Bidder shall be fixed through out the Contract and not subject to variation of any account.

6.0 **FREIGHT CHARGES:**

Prices for freight shall be quoted separately for delivery at site of substations or nominated stores by IRCON. Freight shall be paid on actuals against documentary evidence/proof subject to a maximum limit of charges quoted by the firm.

7.0 **TAXES, DUTIES AND LEVIES:**

7.1 **FOR JBIC FUNDED WORKS (MUNDKA):**

- (i) Custom and Central Excise Duty has been exempted vide Notification No. 58/2003-CUSTOM dated 1.4.2003, Notification No. 58/2003-CUSTOM dated 1.4.2003 and Notification No. 29/2003 – Central Excise dated 1.4.2003 and Notification No. 6/2006 Central Excise dated 01.03.06. No Custom and Excise duty will be paid to Bidder in any case.  
(ii) Deemed Export Benefits: This being of JBIC funded Project,

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Bidders may likely to ascertain availability of deemed export or other benefits. They shall be solely be responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever; the Employer will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect along with their offer.

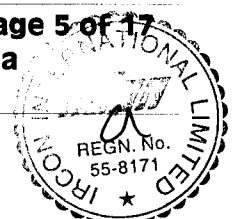
Where the Bidder has quoted taking into account such benefits, he must give all information required for issue of Project Authority certificates in terms of the Export Import Policy of the Govt. of India with his bid. The Project Authority certificates will be issued on this basis only and no subsequent change will be permitted. Where such certificates are issued by the Employer, the exemption certificates towards custom and excise duty exemption referred vide notifications will not be issued for the same item.

- (iii) Further, it shall be the responsibility of the tenderer to request in time giving full details of the items for which certificate is requested including reference to the items of BOQ, value, amount, financial implications of tax exemption etc. to satisfy the employer the exemption certificate/ PAC being requested are as being required for items to be used for the DMRC project. A details procedure order in this regard will be made after award of contract.
- (iv) The rates and prices quoted for each item in Schedule of Rates & Quantities (**ANNEXURE-A**) shall be inclusive of all taxes, levies, duties and any other charges leviable, including tax deducted at sources, except:
- ❖ Custom Duty and Excise Duties on all equipments, including machinery and rolling stock procured for this contract, for which exemptions certificates will be issued in terms of para (i) above provided PAC has not been asked for the same item in terms of para (ii) above.
  - ❖ VAT/CST/Local Sales Tax (if applicable) paid on all indigenous equipments including machinery and rolling stock, procured for this contract will be reimbursed to the contractor on the basis of actual on submission of documentary proof of payment limited to the unit rates quoted.
- (v) Variation in rates of taxes/duties, applicable at the time of tender submission, will not be considered for price adjustment. Reimbursement of any new tax, introduced after the date of

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tender submission, will be paid at actuals on submission of documentary evidence.

7.2

**FOR NON-JBIC FUNDED WORKS (BOTANICAL GARDEN & SUSHANT LOK):**

- (i) Custom and Central Excise Duty has been exempted vide Notification No. 58/2003-CUSTOM dated 1.4.2003, Notification No. 58/2003-CUSTOM dated 1.4.2003 and Notification No. 29/2003 – Central Excise dated 1.4.2003 and Notification No. 6/2006 Central Excise dated 01.03.06. No Custom and Excise duty will be paid to Bidder in any case.
- (ii) Further, it shall be the responsibility of the tenderer to request in time giving full details of the items for which certificate is requested including reference to the items of BOQ, value, amount, financial implications of tax exemption etc. to satisfy the employer the exemption certificate being requested are as being required for items to be used for the DMRC project. A details procedure order in this regard will be made after award of contract.
- (iii) The rates and prices quoted for each item in Schedule of Rates & Quantities (**ANNEXURE-A**) shall be inclusive of all taxes, levies, duties and any other charges leviable, including tax deducted at sources, except:
- ❖ Custom Duty and Excise Duties on all equipments, including machinery and rolling stock procured for this contract, for which exemptions certificates will be issued in terms of para (i) above provided PAC has not been asked for the same item in terms of para (ii) above.
  - ❖ VAT/CST/Local Sales Tax (if applicable) paid on all indigenous equipments including machinery and rolling stock, procured for this contract will be reimbursed to the contractor on the basis of actual on submission of documentary proof of payment limited to the unit rates quoted.
- (iv) Variation in rates of taxes/duties, applicable at the time of tender submission, will not be considered for price adjustment. Reimbursement of any new tax, introduced after the date of tender submission, will be paid at actuals on submission of documentary evidence.

8.0

**PACKING:**

The Contractor shall provide such packing of the goods as it is required to prevent their damage or deterioration during transit to their final

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destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

9.0 **DRAWINGS:**

9.1 Contractor shall submit within 14 days of the issue of LOA, 6 copies of all drawings (if applicable) for approval and 6 copies for any subsequent revision. Contractor will assist IRCON to obtain approvals from DMRC..

9.2 Drawings for approval shall be submitted as paper prints and shall bear the contract reference.

9.3 If the competent authority is satisfied with the drawings, one copy will be returned to the vendor marked with "Approved" stamp.

9.4 Contractor will be required to submit drawings as follows:

9.4.1 For drawings – one A1 master on Vellum, one A1 copy on vellum, one A1 paper copy, six paper A3 copies and an electronic data copy of all drawings.

9.4.2 For documents – the unbound original, six bound copies and an electronic copy.

9.5 All detailed drawings submitted for approval shall be to scale not less than 1:20. All drawings must contain all important instructions and the material of which each part is to be constructed.

9.6 Manufacture of the equipment shall be taken up only after approval of drawings.

9.7 Contractor shall also required to submit one electronic copy, eight bound copies and one unbound copy of Operation and Maintenance manual, which will need approval.

10.0 **TEST AND INSPECTION:**

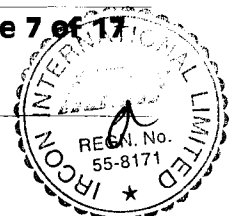
10.1 The Contractor has to manufacture/test the material as per Manufacturer's Quality Plan/Technical specification/drawings and the contractor shall at its own expense carry out at the place of

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manufacture and/or on the Site all such tests and/or inspections of the Plant and equipment and any part of the facilities as are specified in the Contract. The contractor has to submit the Quality Plan within 30 days from the date of LOA for approval from IRCON/DMRC.

10.2 The DMRC and IRCON or their designated representatives shall entitle to attend the aforesaid test and/or inspection.

10.3 Whenever the Contractor is ready to carry out any such test and / or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to IRCON. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable DMRC and IRCON (or their designated representatives) to attend the test and/or inspection.

10.4 The Contractor shall provide IRCON with a certified report of the results of any such test and/or inspection.

If DMRC or IRCON (or their designated representative) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the contractor may proceed with the test and/or inspection in the absence of such persons, unless the DMRC/IRCON instructs the Contractor otherwise and may provide IRCON with a certified report of the result thereof.

10.5 If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant and equipment or part of the facilities and shall repeat the test and/or inspection upon giving a notice without any financial implication.

10.6 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to an Conciliator for determination.

10.7 The Contractor shall afford the Employer and the Purchaser, at the Purchaser's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Purchaser shall give the

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Contractor a reasonable prior notice.

- 10.8 The Contractor agrees that neither the execution of a test and/or inspection of Plant and Equipment or any part of the facilities, nor the attendance by the Employer or the Purchaser, nor the issue of any test certificate shall release the contractor from any other responsibilities under the Contract.

First Article Inspection and/or Pre-shipment / Pre-dispatch inspection shall be carried out by representative of DMRC/IRCON or both or by any other authorized representatives ( which may include our clients representatives or any independent inspection agency) at manufacturer's/supplier's works without any extra cost to IRCON, to ensure that the offered materials confirm to the specification/drawings. Inspecting authority should be provided with all necessary facility to carry out inspection or witness test without any additional charges. If IRCON/Client or any other nominated agency requires type test/part of type test or other test to be carried out, same shall be carried out by supplier.

The supplier shall submit the details of tests, testing parameters, test procedures, testing program, standard permissible values of each type of test etc. and quality assurance plan with in 45 days of receipt of Purchase Order. The contractor shall provide a minimum 15 working days notice before any First Article Inspection.

In case the material fails or is found defective during inspection. The same shall be replaced free of cost by the manufacturer/supplier. In such a case as well as in those case where material is not found ready for inspection at the pre appointed time and dates, the total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be borne by manufacturer's/suppliers.

11.0 **DELIVERY PERIOD:**

The bidder shall supply & install the Mesh Knitted Fencing within **Forty Five days (45 days)** from the date of placement of confirmed Purchase Order.

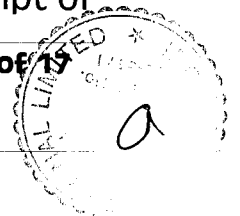
12.0 **PAYMENT TERMS:**

- 12.1 90% payment (after retaining retention money as per clause no. 16.2) of supply and freight will become payable against receipt of

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materials at the nominated site/store of IRCON on submission of documents as mentioned in clause 13.0.

12.2 Balance 10% payment (after retaining retention money as per clause no. 16.2) of supply & freight alongwith 100% payment (after retaining retention money as per clause no. 16.2) of erection will become payable on successful erection and completion of the work on submission of documents as mentioned in clause 14.0.

12.3 Payment for the equipment/works shall be made by IRCON INTERNATIONAL LTD., through crossed cheque (or through D.D. at supplier's request with bank charges for D.D. to supplier's account) within 45 days of submission of an invoice with all the supporting documents specified in clause 13 / 14.

13.0 Documents required for release of payment as per clause no. 12.1 above:

SN	DOCUMENTS	COPIES
i)	Copies of contractor invoice showing LOA reference, goods description, quantity dispatched, unit price, total amount.	Six copies
ii)	Manufacturer's/Contractor's guarantee certificate of quality.	One original and Three copies
iii)	Certificate from IRCON's representative clearly stated receipt of materials at site in good condition.	One original & one copy

14.0 Documents required for release of payment as per clause no. 12.2 above:

SN	DOCUMENTS	COPIES
i)	Certificate from IRCON's representative clearly stating receipt of materials at site in good condition and successful erection & completion of work.	One original & one copy

15.0 **DELIVERY AND DOCUMENTS:**  
One copy of each of the documents listed at para 13.0 & 14.0 above must be courier immediately after despatch to following address:

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ADDITIONAL GENERAL MANAGER/ELECTRICAL,  
ATTN: MR. R. P. MISHRA,  
PROJECT OFFICE : DMRC BE8,  
IRCON INTERNATIONAL LTD.,  
PALIKA BHAWAN, R.K. PURAM,  
NEW DELHI.

Delivery of the Goods shall be made by the Bidder in accordance with the terms specified in the tender documents.

16.0 **PERFORMANCE SECURITY & RETENTION MONEY:**

16.1 **PERFORMANCE SECURITY:**

*Not applicable.*

16.2 **RETENTION MONEY:**

The Retention Money shall be deducted @ 10% of the gross value from each bill after adjusting Earnest Money amount till the amount so recovered including EMD amount adds up to 5% of Contract value.

50% of Retention Money shall be released after completion of installation of the material at site against Submission of Bank Guarantee for an equal amount valid till 3 months beyond expiry of Defect Liability Period.

Balance Retention Money shall be released after defects liability period.

17.0 **CONTRACT AGREEMENT:**

The successful bidder shall be required to execute a Contract Agreement with IRCON as per **ANNEXURE-C** within 28 days of issue of Letter of acceptance. Failure to execute the Contract Agreement within the stipulated period may invite encashment of EMD.

18.0 **DEFECT LIABILITY/GUARANTEE:**

Notwithstanding the pre-dispatch inspection by IRCON's/DMRC/Clients's representative, the materials covered under the purchase order shall be warranted by the suppliers for prompt and free replacement/rectification against any defects attributable to defective design, material, manufacture and/or workmanship for a period of 104 weeks from the date of operational acceptance of the

facility. Operational acceptance of the facilities is expected to take place by September 2009.

The successful bidder shall be required to submit Sub Contractor / Vendor warranty as per **ANNEXURE- D** within 28 days of issue of LOA.

19.0

**QUANTITY VARIATION:**

The contract price may vary upto 25% on either side as per LOA value towards the variation in quantity of equipment, and the services. However, quantity of individual item may vary to any extent.

20.0

**IRCON RESERVE ITS RIGHTS TO:**

- i) Cancel the tender in whole or in part.
- ii) Reject any or all the offers.
- iii) Not to accept the lowest offer.
- iv) Split the order between more than one tenderers without assigning any reasons.

21.0

**NOTICES:**

21.1

Any other notice given by one party to the other pursuant to this contract shall be sent in writing or by telegram, telex or cable and confirmed in writing to the address specified for that purpose in the contract.

21.2

A notice shall be effective when delivered or on the notice's affected date, whichever is later.

22.0

**LIQUIDATED DAMAGES:**

If the bidder fails to comply with the time for completion in accordance with agreed delivery schedule for the whole of the supply or, if applicable, for any part thereof then the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price a sum equivalent to half percent (0.5%) of the contract price as liquidated damages for such default and not as a penalty, for each week or part thereof delay, until it reaches upto a maximum deduction of 5% of contract price. The payment or deduction of such damages shall not relieve the manufacturer from its obligation and liabilities under the contract. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to Termination for default.

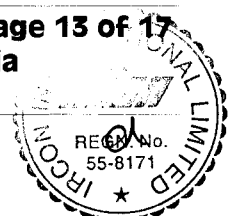
23.0

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- 23.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department of competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.
- a. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
  - b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
  - c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
  - d. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
  - e. Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer/Engineer.
  - f. If the contract is foreclosed under this clause, the contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to takeover any plant and material lying at site, at rates



provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.

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

24.0 **TERMINATION FOR DEFAULT:**

24.1 IRCON may, without prejudice to any other remedy for breach of contract, ten days after written notice of default sent to you, terminate the contract in whole or in part:

24.1.1 If the supplier fails to deliver any or all the goods within the time period(s) specified in the contract, or any extension thereof granted by IRCON.

24.1.2 If the supplier fails to perform any other obligations under the contract, or

24.1.3 If the supplier in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as IRCON may authorize in writing) after receipt of the default notice from IRCON.

24.2 In the event IRCON terminates the contract in whole or in part, pursuant to Clause 24.1.1 to 24.1.3, IRCON may procure, upon such terms and in such manners it deems appropriate, goods/materials similar to those undelivered, and the supplier shall be liable to IRCON for any excess costs for such similar goods/materials. However, the supplier shall continue performance of the contract to the extent not terminated.

25.0 **TERMINATION FOR INSOLVENCY:**

IRCON may at any time terminate the contract by giving written notice to the supplier, without any compensation, if supplier becomes bankrupt or otherwise insolvent; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IRCON.

26.0 **SETTLEMENT OF DISPUTES:**

26.1 All disputes of 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:-

26.2 **MUTUAL SETTLEMENT:**

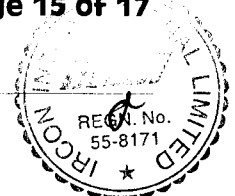
All such disputes or differences shall in the first place be referred by the Contractor to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable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

26.3 **CONCILIATION/ARBITRATION**

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

26.3.2 If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the contractor may refer to the Managing Director of the Employer in writing to settle such disputes or differences through conciliation or Arbitration provided that the demand for conciliation of 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 respect of which the demand has been made, together with counter claims of the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

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



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

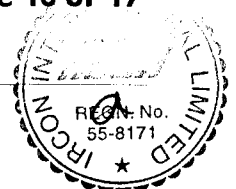
- 26.3.4 In case, the Contractor opts for settlement of disputes through conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to the date of notification of failure of Conciliation.
- 26.3.5 The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 26.3.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 26.3.7 The conciliation/arbitration proceedings shall be held at a place decided by Conciliator/Arbitrator.
- 26.3.8 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.

26.3.9 **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 clause 26.2 and 26.3.

26.3.10 **NO SUSPENSION OF WORK:**

The obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be



entitled to suspend the work on account of conciliation/arbitration and payments to the Contractor shall continue to be made in terms of the contract.

**26.3.11 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.

**26.3.12 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.

**27.0 APPLICABLE LAW:**

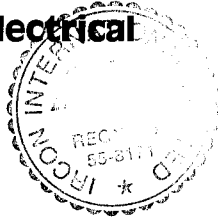
The order shall be governed by the relevant laws of India. Jurisdiction of courts for dispute resolution will be New Delhi only

Thanking you,  
Yours faithfully,

**For IRCON INTERNATIONAL LIMITED**



**General Manager/Electrical**



**ENCL: AS ABOVE.**

**ANNEXURE - A**



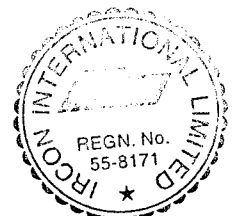
**ANNEXURE-A**

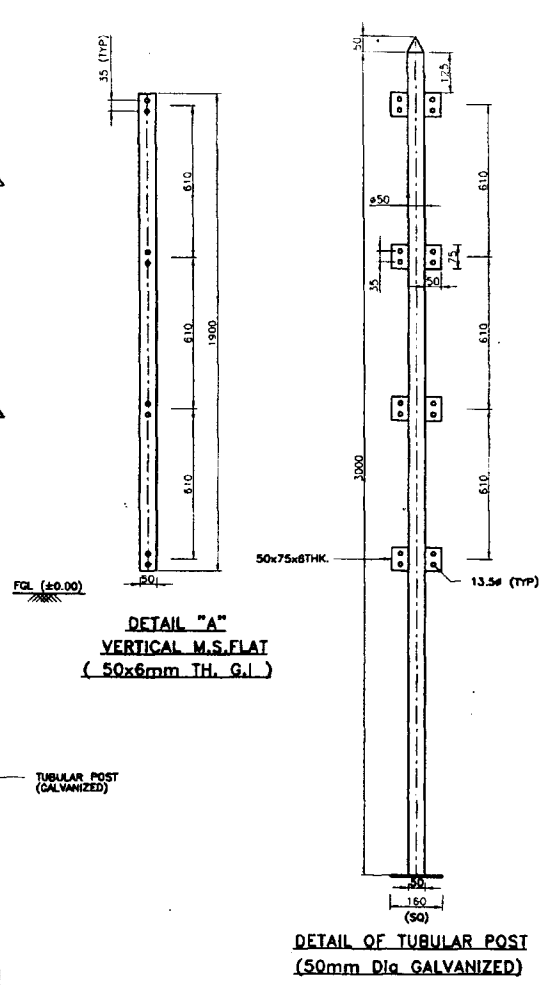
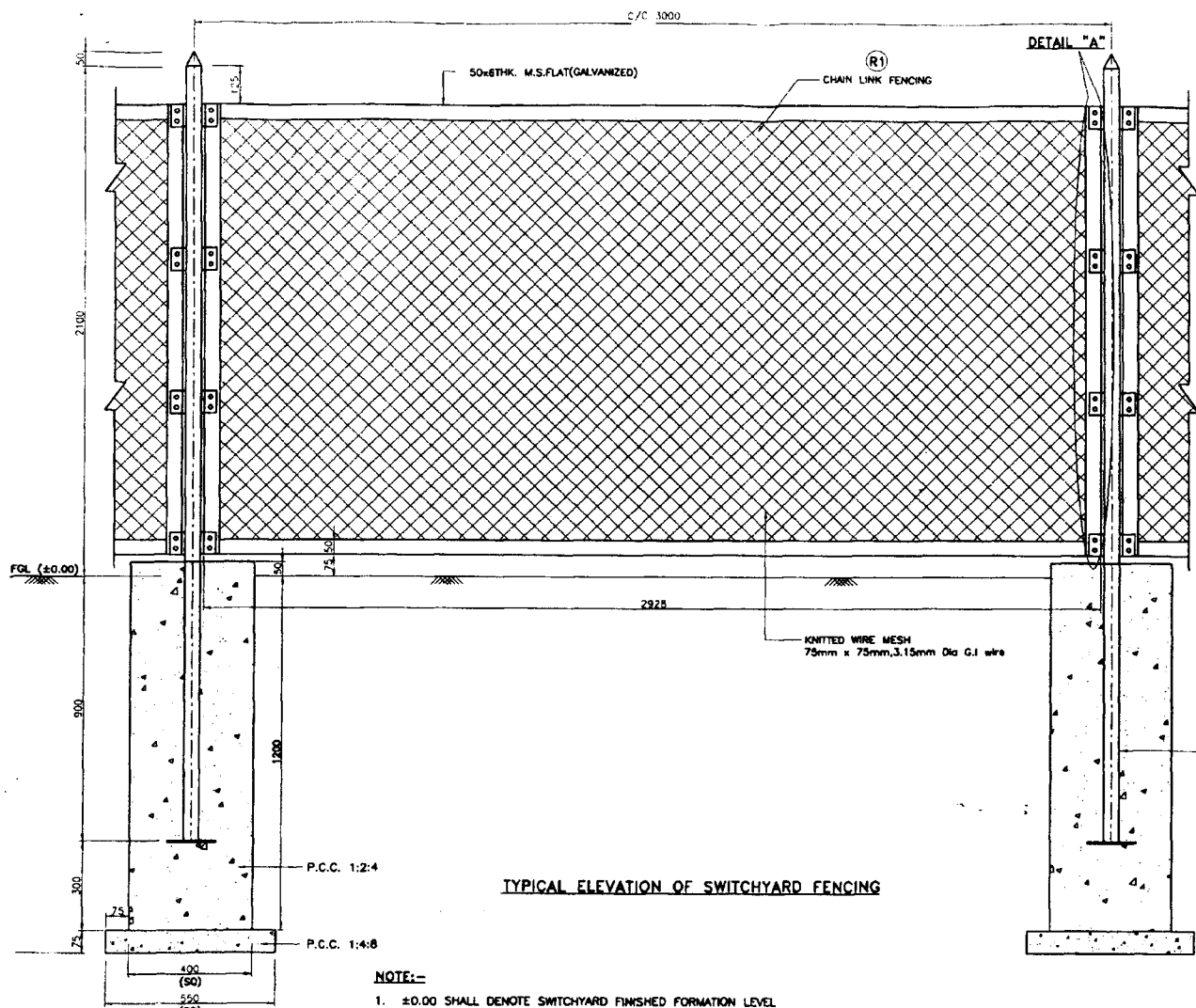
**PRICE SCHEDULE FOR SUPPLY & FIXING OF MESH KNITTED FENCING AT MUNDKA, BOTANICAL GARDEN & SUSHANT LOK RSS FOR DELHI MRTS PROJECT: CONTRACT BE-8**

SN	DESCRIPTION	UNIT	NAME OF RSS			TOTAL QUANTITY	UNIT PRICE			TOTAL PRICE		
			JBIC FUNDED	Non - JBIC FUNDED			EX-WORKS PRICE	UNIT FREIGHT (RS.)	F.O.R. (SITE)	EX-WORKS PRICE	FREIGHT	F.O.R. (SITE)
			MUNDKA	BOTANICAL GARDEN	SUSHANT LOK							
1	Supply of mesh knitted fencing on 3.15 mm dia. GI wire block of size 75 x 75 mm on tubular post of 50 mm dia. Fitted in 50 x 6 mm Flat GI as per drawings enclosed as "Annexure - B" (Panel Size 2400 x 3000 mm).	Running meter	90	95	75	260						
<b>TOTAL PRICE (Rs.)</b>												
DESCRIPTION	UNIT	NAME OF RSS			TOTAL QUANTITY	UNIT PRICE		TOTAL PRICE				
		JBIC FUNDED	Non - JBIC FUNDED			UNIT EX-WORKS	SERVICE TAX AS APPLICABLE	TOTAL PRICE				
		MUNDKA	BOTANICAL GARDEN	SUSHANT LOK								
2	Fixing of mesh knitted fencing on 3.15 mm dia. GI wire block of size 75 x 75 mm on tubular post of 50 mm dia. Fitted in 50 x 6 mm Flat GI including Civil Works as per drawings enclosed as "Annexure - B" (Panel Size 2400 x 3000 mm).	Running meter	90	95	75	260						
<b>TOTAL PRICE (Rs.)</b>												



# **ANNEXURE - B**





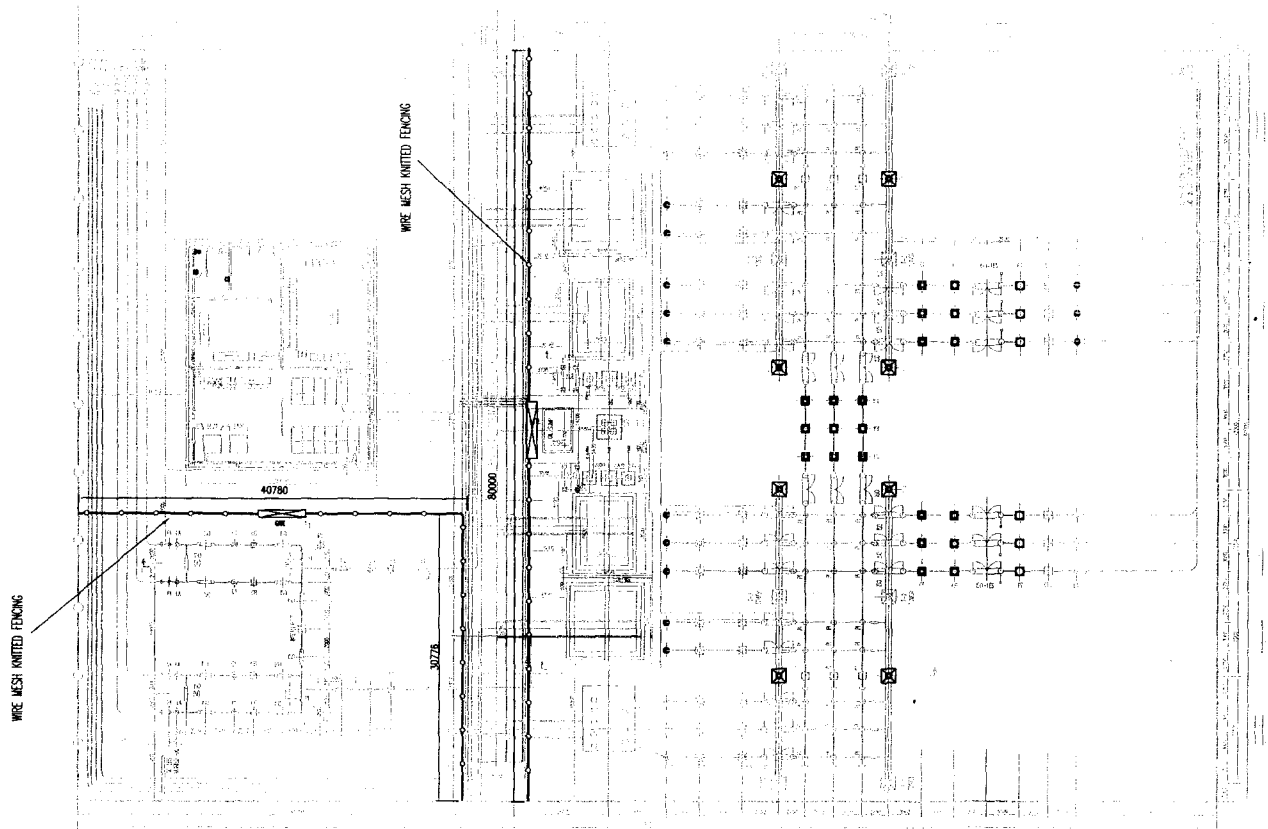
TYPICAL ELEVATION OF SWITCHYARD FENCING

- NOTE:-**
- ±0.00 SHALL DENOTE SWITCHYARD FINISHED FORMATION LEVEL.
  - CHAIN LINK FENCING SHALL HAVE 3.15 mm DIAMETER GI WIRE AS PER IS 2721 WITH 75x75 mm KNITTED WIRE MESH SIZE AND PAINTED AS PER SPECIFICATION.
  - TUBLAR POST SHALL BE PLACED 3.0m CENTER TO CENTER AND SHALL REST IN WELL COMPECTED EARTH
  - CORNER TUBLAR POST SHALL BE PROVIDED CLEATS IN FOUR SIDES SUITING TO REQUIREMENT
  - TUBES/PIPES & MS FLATS OF POST SHALL BE GALVANIZED
  - CONCRETE GRADE FOR P.C.C. SHALL BE 1:2:4 & THE LEAN CONCRETE SHALL BE 1:4:8
  - EXPOSED SURFACE OF CONCRETE PAD (P.C.C.) SHALL BE PLASTERED WITH 12 mm THICK CEMENT PLASTER (1:6)



CLIENT:		DELHI METRO RAIL CORPORATION LTD.	
CONTRACTOR:		IRCON INTERNATIONAL LTD ( A Govt of India Undertaking ) NEW DELHI	
PROJECT:		DMRC - BEB PROJECT	
TITLE:		DETAILS FOR SWITCHYARD CHAIN LINK FENCING FOR DMRC SUB-STATIONS	
JOB NO.	DRG. NO.	SHEET NO. REV	
IRCON/DMRC/BE-8/FEN/01		1 OF 1 1	

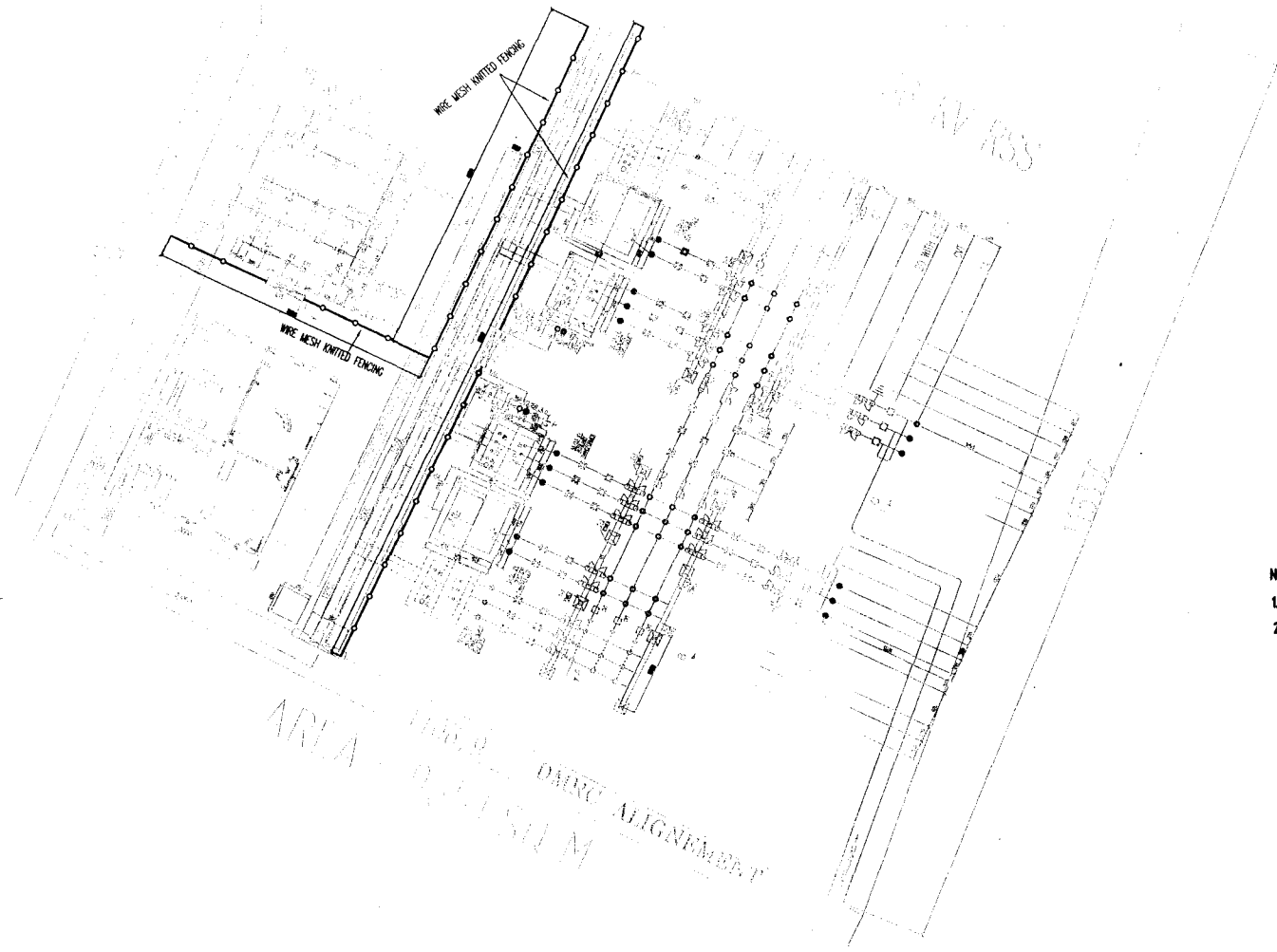
REV	DATE	CHANGES MADE	SIG	SCALE: 1:100
1	03.03.09	CORRECTED AS COMMENTED		



1. ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE SPECIFIED.
2. ALIGEMENT OF WIRE MESH KNITTED FENCING TO BE ADJUSTED AS PER SITE CONDITION.

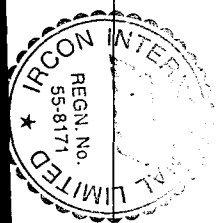
IRCON INTL  
 REGN. No.  
 55-8171

REVISIONS					QUALITY ASSURANCE				CONTRACTOR		CLIENT			
					The responsibility of control, check and verification of accuracy, correctness, completeness, integration and full compliance of contract provisions in respect of design analysis and drawings rests with the contractor.				<b>IRCON INTERNATIONAL LIMITED</b>		<b>DELHI METRO RAIL CORPORATION LTD.</b>			
					Sig.	Sig.	Sig.	Sig.	<b>PROJECT TITLE</b>  <b>DELHI MRTS PROJECT</b> <b>CONTRACT BE 8</b>		<b>DRAWING TITLE</b>  <b>BOTANICAL GARDEN RSS</b> <b>WIRE MESH KNITTED FENCING</b> <b>LAYOUT PLAN</b>		Issue Record	
					Date	Date	Date	Date			As Built			
					SUDHA	ARIF	R.P.MISHRA	R.P.MISHRA			For Construction			
0		S.G	FIRST SUBMISSION		PREPARED BY	CHECKED BY	APPROVED BY	ISSUED BY			Definitive Design			
REV.	DATE	BY	DESCRIPTION	CHKD	APP					DRAWING NO.	REV	Preliminary Design		
										BE-8/DRG/RSS/BOG/30	0	Design Development		
											CAD FILE D:/DMRC(BE-8)/BOT.GARDEN/BOT.GARDEN RSS R-0			



NOTE :-

1. ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE SPECIFIED.
2. ALIGNMENT OF WIRE MESH KNITTED FENCING TO BE ADJUSTED AS PER SITE CONDITION.



REVISIONS					QUALITY ASSURANCE				CONTRACTOR		CLIENT		
					The responsibility of control, check and verification of accuracy, correctness, completeness, integration and full compliance of contract provisions in respect of design analysis and drawings rests with the contractor				IRCON INTERNATIONAL LIMITED		DELHI METRO RAIL CORPORATION LTD.		
					Sig.	Sig.	Sig.	Sig.	PROJECT TITLE  DELHI MRTS PROJECT CONTRACT BE 8		DRAWING TITLE  MUNDKA - RSS SUB STATION WIRE MESH KNITTED FENCING LAYOUT PLAN	Issue Record	Approved for Issue
					Date	Date	Date	Date				As Built	
					SUDHA	R.CHOUBEY	N. CHAWLA	R.P.MISHRA			For Construction		
00				FIRST SUBMISSION	PREPARED BY	CHECKED BY	APPROVED BY	ISSUED BY	DRAWING NO. BE-8/DRG/RSS/MUN/30	REV 00	Definitive Design		
REV	DATE	BY	DESCRIPTION	CHKD	APP						Preliminary Design		
											Design Development		
											CAD FILE		





**IRCON International Limited**



**NO. IRCON/5010/DMRC.ELECT.BE-8/Fencing/38/A**

# **ANNEXURE - C**



**Regd. Office: C-4, District Center, Saket, New Delhi – 110017, India**  
**Tel: 29565666; Fax: + 91-011-26522000/26854000**

## **FORM OF AGREEMENT**

**(To be executed on requisite value of Stamp Papers i.e. on Rs.100/-)**

### **AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_  
(Month/Year) between **IRCON INTERNATIONAL LIMITED, DMRC BE-8,  
PALIKA BAWAN, SECTOR – 13, R. K. PURAM, NEW DELHI**, acting through  
(Project Head and name/address of the Project) (hereinafter called "the  
Employer/Engineer") of the one part and  
\_\_\_\_\_ (name  
and address of the Contractor) (hereinafter 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 Contractor for the  
execution and completion of such works and the remedying of any defects  
therein.

WHEREAS, the said CONTRACT contains conciliation/arbitration clause for  
referring the dispute between the parties arising out of the said contract to the  
Conciliator/Arbitrator for resolution in accordance with the procedure laid down  
therein.

WHEREAS, the said conciliation/arbitration clause does not contain any  
provision regarding the remuneration to be paid to the Conciliator/Arbitrator by  
the parties thereby leaving the matter at the discretion of the  
Conciliator/Arbitrator.

WHEREAS, the said conciliation/arbitration clause does not contain any  
provision regarding the qualifications and experience of the Conciliator/Arbitrator.

WHEREAS, the parties are desirous that the remuneration and other expenses  
payable to the Conciliator/Arbitrator and qualifications and experience of the  
Conciliator/Arbitrator should be fixed by mutual consent.

### **NOW THIS AGREEMENT WITNESSETH as follows:-**

- 1.0 The fees and other charges of the Conciliator/Arbitrator shall be as per the  
scales fixed by the Employer from time to time and shall be shared equally  
between the Employer and the Contractor.
- 2.0 The minimum qualifications of Conciliator/Arbitrator shall be graduate in  
Engineering. He may be working or retired officer with a minimum of 20  
years service in Group-A of any Engineering Service of Central Govt. or  
an equivalent service in a Central PSU. He should be clear from the  
vigilance angle and should be a person with reputation of high technical



ability and integrity. Also, he should not have associated with the contract to which the dispute pertains.

3.0 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.

4.0 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) Notice Inviting Tender
- c) Instructions to the Tenderers
- d) Appendix to Tender
- e) Form of Bid
- f) Special Conditions of the Contract
- g) General Conditions of Contract.
- h) Particular Technical Specifications
- i) General Technical Specifications
- j) Relevant codes and Standards
- k) Drawings.
- l) Bill of Quantities.

5.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby convenants 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.

6.0 The Employer hereby convenants to pay the contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorized signatory)

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

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

Witness:

Witness

1.

1.

2.

2.

Name and address of the witnesses to be indicated.



# **ANNEXURE - D**



## SUB-CONTRACTOR'S/VENDOR'S WARRANTY

(Refer Clause 20 of SCC)

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

1. [ \_\_\_\_\_ ] [whose registered office is at/[of] [ \_\_\_\_\_ ] ("the Sub-contractor") and
2. The Delhi Metro Rail Corporation Limited (together with its successors and assigns, "the Employer") of:  
Third Floor, NBCC Place,  
Bhishma Pitamah Marg,  
Pragati Vihar,  
New Delhi 110003,  
India.

**WHEREAS**

- (A) By a contract [ \_\_\_\_\_ ] dated [ \_\_\_\_\_ ] ("the Contract") made between (1) Delhi Metro Rail Corporation Limited ("the Employer") and (2) [ \_\_\_\_\_ ] ("the Contractor"), the Contractor has agreed to execute, complete, test and commission (including integrated Testing and Commissioning) and remedy any defects in works upon the terms and conditions contained in the Contract.
- (B) The Sub contractor/Vendor has had an opportunity of reading and noting the provisions of the Contract (other than details of the Contractor's prices and rates).
- (C) Pursuant to the Contract, the Contractor wishes to enter into an agreement with the Sub-contractor/Vendor ("the Sub-contract") for the Sub-contractor to carry out and complete a part of the Works as more particularly described in the Sub-contract ("the Sub-contract Works").
- (D) The Contract stipulates that the Contractor shall obtain the consent of the Employer's Representative before entering into the Sub-contract, and that the Contractor shall procure that the Sub-contractor executes a warranty agreement in favour of the Employer.

**NOW IT IS HEREBY AGREED** as follows:-

**UNDERTAKING**

We have carefully read the above clauses and our offer is in full compliance except as noted in Appendix A to Annexure 3 (Statement of Deviations)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Stamp \_\_\_\_\_



Contract BE 8- Special Conditions of Contract - Schedules

1. In consideration of the Employer's Representative consenting to the Contractor and the Sub-contractor / Vendor entering into the Sub-contract/Vendor, the Sub-contractor warrants and undertakes to the Employer that:
  - (a) he will execute and complete the Sub-contract Works/Supply, and will carry out each and all of the obligations, duties and undertakings of the Sub-contractor/Vendor under the Sub-contract when and if such obligations, duties and undertakings shall become due and performable, in accordance with the terms of the Sub-contract (as the same may from time to time be varied or amended with the consent of the Employer); and
  - b) he will supply to the Contractor and in specific cases wherever required to the Employer's Representative with all information as may be required from time to time in relation to progress of the Sub-contract Works.
2. The Sub-contractor/Vendor undertakes to indemnify the Employer against each and every liability which the Employer may have to any person whatsoever and against any claims, demands, proceedings, loss, damages, costs and expenses sustained, incurred or payable by the Employer provided that the Sub-contractor/Vendor shall have no greater liability to the Employer by virtue of this Warranty than the liability of the Contractor to the Employer under the Contract insofar as and to the extent that the same has arisen by reason of any breach by the Sub-contractor/Vendor of his obligations under the Sub-contract.
3. No allowance of time by the Employer hereunder or by the Contractor under the Sub-contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning this Warranty or the Sub-contract on the part of the Employer or the Contractor, nor anything that the Employer or the Contractor may do or omit or neglect to do, shall in any way release the Sub-contractor/Vendor from any liability under this Warranty.
4. The Sub-contractor/Vendor agrees that he will not without first giving the Employer not less than 21 days prior notice in writing exercise any right he may have to terminate the Sub-contract or treat the same as having been repudiated by the Contractor or withhold performance of its obligations under the Sub-contract.
5. (1) In the event that the Contract or the employment of the Contractor under the Contract is terminated for any reason whatsoever and if so requested by the Employer in writing within 21 days of such termination, the Sub-contractor/Vendor shall carry out and complete his obligations under this Warranty and shall enter into a novation agreement with the Employer and the Contractor in which the Sub-contractor will undertake inter alia to perform the Sub-contract and be bound by its terms and conditions as if the Employer had originally been named as a contracting party in place of the Contractor. The

UNDERTAKING

We have carefully read the above clauses and our offer is in full compliance except as noted in Appendix A to Annexure 3 (Statement of Deviations)

Signature

Date

Stamp





Contract BE 8- Special Conditions of Contract - Schedules

13. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
14. (1) Any dispute or difference of any kind whatsoever between the Employer and the Sub-contractor/Vendor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the Arbitration as described in the Contract.
- (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 14(1), the Employer may by notice in writing to the Sub-contractor/Vendor require and the Sub-contractor/Vendor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
- (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objection, assessment or valuation by the Employer's Representative or the Contractor relating to the dispute or difference.

**IN WITNESS** whereof this Warranty has been executed as a deed on the date first before written.

THE COMMON SEAL of ( )

{ ( ) }

was affixed hereto in ( )

the presence of:- ( )

**UNDERTAKING**

We have carefully read the above clauses and our offer is in full compliance except as noted in Appendix A to Annexure 3 (Statement of Deviations)

Signature

Date

Stamp

