

 डेडीकेटेड फ्रेट कोरीडोर	डेडिकेटेड फ्रेट कॉरिडोर कारपोरेशन ऑफ इंडिया लिमिटेड भारत सरकार (रेल मंत्रालय) का उपक्रम Dedicated Freight corridor Corporation of India Ltd. A Govt. of India (Ministry of Railways) Enterprise
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BOQ CONDITIONS

1. Rates shall be quoted on total cost of work as percentage above/below.
2. It is to be noted that conditional offer shall not be accepted and summarily rejected.
3. All items are for complete job including transportation, labour and material, all duties & taxes at the time of requirement/award.
4. Taxes & Duties: - Unless otherwise specified, the contractor shall pay such taxes and duties, fees and other impositions as may be levied under the applicable law. All payments to both resident and non-resident Tenderer etc. will be subject to deduction of tax at source in accordance with the provisions of India Income Tax Act and any other applicable law.
5. Contractor will send his representative on quarterly-basis at all station for scheduled maintenance of Anemometer.
6. **Eligibility** : The "seller on GeM" must be **OEM** (Original Equipment Manufacturer)
7. **Payment Terms:** -
 - (i) **For AMC:** -Payment will be made on Half yearly basis (i.e. 2 times) in a calendar year after completion of maintenance at designated locations.
 - (ii) **For Material:** Payment will be made after supply, fixing/apply & submission of invoice.
8. No variation in rates due to escalation/reduction due to change in price index shall be entertained.
9. Rate quoted in the schedule of items shall be valid for a variation of the quantity upto maximum of (+/-) 50% of contract value provided the value of contract including the variation amount is still within the powers of acceptance.
10. Actual delivery & service Locations shall be **13 no. stations in between new khurja- new khatoli section of EDFC , DFCCIL under CGM/MTC.**
11. The technical/service team visiting the respective station must carry minimum necessary spare parts with them for any unforeseen repair needs.
12. The contractor must provide warrantee certificate for the spare parts of 1-year.
13. ***In case of multiple visits undertaken for same fault, the same shall be treated as single visit for the purpose of payment under item: Schedule-A point 3.***
14. ***During Every visit of Engineer (as per Schedule-A point 3) , he will check and confirm the working of every Anemometer of every 13 No. stations and will submit the detailed visit report to the Engineer -In-Charge with status of the Anemometer of every 13 No. stations.***
15. The service team can be summoned to any station within the jurisdiction of DFCCIL MTC unit at any time, and after being called, they will need to be present at the respective station within 3 days during schedule maintenance visit, but in case of emergency maintenance visit called by

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concerned executives service team need to be present at the respective station within 12-hours. **No extra payment shall be done for the emergency visit .**

16. Maintenance/Storage of data on cloud/server shall be done by AMC engineer/service team without any extra charges.
17. AMC engineer shall maintain and update dashboard, server and webpage of the anemometer/raingauge data and provides an interface as per the requirement of DFCCIL without any extra charges.
18. DFCCIL reserves its rights to terminate the contract at any time, if considered reasonable in the Interest of project and Tenderer shall have no right for compensation on this account.
19. The contractor shall visit the site and shall satisfy himself as to conditions under which the work is to be performed. He shall also check, ascertain the locations of any existing structures, of equipment or any other situation which may affect the work. No extra claim as consequence of ignorance or on ground of insufficient description will be allowed at a later stage.

20. Accident :

- The contractor shall, in respect of all staff engaged by him or by his sub- contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.
- The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- The contractor' liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor.
- The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.