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DELHI METRO RAIL CORPORATION LTD.

CONTRACT NO.: OCM-2268

**Annual Maintenance of fire rated doors and their
accessories at RMGL and RMGSL section including Depot-
1 & Depot-2 of Rapid Metro (For 3 Years)**

EMPLOYER'S REQUIREMENTS WITH SPECIFICATIONS

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EMPLOYER'S REQUIREMENTS

1. Objective

The objective of the contract is to maintain, restore or improvement of existing facilities of Metro Stations, Depots and Allied buildings, in the manner and to the standards and within the time stipulated by the Contract or as per instructions of Engineer for individual work assigned. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Works.

2. GENERAL

2.1 The maintenance of the Permanent Works shall be done in accordance with Employer's Requirements and the other requirements of the Contract to keep structures and services fully functional and utilizable.

2.2 The Maintenance Works shall be executed to the highest standards available using proven up-to-date good Engineering practices. The Specifications shall in any case not specify standards which, in the Engineer's opinion, are less than or inferior to those described in the Technical/Maintenance Specifications contained in the Tender Documents, approved list of manufacturer and Specifications provided by CPWD or BOQ of Contract.

3. SCOPE OF WORKS

3.1 Brief Scope:

The contractor will execute the work i.e. **"OCM-2268: Annual Maintenance of fire rated doors and their accessories at RMGL and RMGSL section including Depot-1 & Depot-2 of Rapid Metro (For 3 Years)"**. The works enlisted in BOQ mainly contains the work of maintenance of existing fire doors and their accessories at stations and Depots of RMGL and RMGSL sections of Rapid metro as per site requirements and direction of Engineer-in-charge.

3.1.1 The above mentioned work shall be carried out with contractor's own material, T&P and labour at all height and lifts as per the specification and drawing (if any).

3.1.2 The Brief scope of work as mentioned in BOQ is as below:

(i) Maintenance of existing fire doors and their accessories as per the specifications and site requirement.

3.1.3 Maintenance of fire doors and accessories at metro stations and associated buildings and depot of Rapid Metro.

- 3.1.4 The work includes construction and maintenance activities that may arise at stations, depot and allied buildings of Rapid Metro for fire rated Doors/ Accessories and maintenance work shall be part of main contract.
- 3.1.5 Other miscellaneous items and execution of work as per instruction of Engineer in charge.
- 3.1.6 In case of major addition/ alteration, the drawing including details of modifications may be supplied by agency.
- 3.1.7 The execution of all civil works related to above works and other miscellaneous civil works as per site conditions.
- 3.1.8 The contractor shall plan and execute the work in such a way that the work proceeds smoothly to the satisfaction of engineer.
- 3.1.9 Work may be executed in non-revenue / block hours in night (if required) and nothing shall be paid extra for this.
- 3.1.10 Access will be provided to the staff of the contractor appointed by employer for carrying out their works and bringing material and equipment at site. However, the security of materials and equipments brought at site will be responsibility of the contractor.
- 3.1.11 The work under this contract shall consist of, but not limit to, all materials, labour, equipment, tools, plants and necessary machinery as required to completely execute following works in block hours/non block hours.
- 3.1.12 The work is to be carried out as per relevant DMRC standards, Safety Circulars, Approved methodology, Standards Codes, CPWD Specifications, Material manufacture's specifications or as directed by the Engineer-in-charge.

3.2 Methodology of Execution of Work:

- (i) Work will be carried out both in revenue and non-revenue hours.
- (ii) The agency should inspect the site and submit methodology for execution of work for approval to engineer-in-charge. Agency should also submit details of material to be used along with data sheet of materials.
- (iii) Post approval of method statement and materials, work shall be commenced at site.
- (iv) Contractor should deploy necessary experienced personnel in capacity of Site Engineer and Supervisors for inspection and supervision purpose. The minimum number of such personnel are mentioned in annexure of ITT along with requisite qualification and experience. CV/resumes of these should be submitted to engineer for his approval before deploying/replacing them at site, however, contractor may be asked to suitably augment these numbers and type of experience required, based on work required to be executed during currency of the contract.
- (v) Based on performance, Engineer may ask contractor to replace these Engineer and supervisory staff, contractor should comply to it.
- (vi) These experienced personnel should inspect each site covered under this contract regularly (minimum once in fortnight) and prepare list of all defects observed, rectification of which are covered under the scope of this contract. Contractor's personnel should submit these lists along with required

rectification work and reasonable timeline for completion of these works to engineer or his representative for approval. Upon approval of engineer or his representative, contractor should take up necessary rectification work.

- (vii) Failure to achieve work as per mutually agreed timeline (delay on the part of contractor), will entitle employer for getting the work done through other contractor/agency on risk and cost of contractor.
- (viii) The contractor also needs to attend day to day complaints received from the engineer or his representative. Minimum necessary manpower should be available to take up any these works or any other urgent work.
- (ix) The contractor shall maintain a site order book at each site for recording, all such work assigned, timeline committed and any instruction of engineer or his representative based on site condition in format as approved by engineer.
- (x) The Contractor shall attend regular coordination/review meetings convened by the employer/engineer for interface and adhere to the decisions taken in the meeting. Joint visit at site may also be taken up by engineer and his representative with contractor based on requirement.
- (xi) The Provision of all necessary labours, maintenance equipment, instruments and appliances in connection with all above mentioned work are required to be provided by contractor as specified or as directed by Engineer-in-Charge or the representative of Engineer.
- (xii) All necessary safety precautions shall be taken by agency during execution of work.
- (xiii) The contractor shall plan & execute the work in such a way that the work proceeds smoothly to the satisfaction of engineer-in-charge.
- (xiv) Contractor should erect all temporary structure as required for safety of permanent works beings executed by agency and necessary signage and protection should be fixed to protect DMRC's commuters and staff from injury.
- (xv) Contractor shall also be responsible for clearing site after completion of work and handing over of all the works, as specified and directed by Engineer in charge.
- (xvi) Damage caused to properties of DMRC or other department or entity, if any, during execution of above work shall be rectified by the contractor at his cost failing which the cost of rectification shall be recovered at market cost of such items from the bills or performance security of the contract.
- (xvii) The work shall be carried out with all safety precautions. The contractor shall ensure all his workers shall have Personal Protective Equipment's (PPE's) at

his cost (not to be charged to the worker) and ensure safety of site by providing Barricades for restricting movement of public to work area. The barricade arrangement shall be approved by Engineer in charge keeping in view the overall circulating pattern of the staff/visitors.

- (xviii) The Contractor shall take all necessary precautions to ensure safety of the staff, adjoining structures, materials & equipment and the work in progress as per the directions of engineer-in-charge.
- (xix) Before taking up execution of work in restricted areas/stations, permissions may be required from site staff of DMRC; contractor shall deploy necessary manpower for obtaining such permission at his own cost.
- (xx) **In case of failure to compliance of above conditions, penalty up to Rs. 10000/- per instance may be imposed as deemed suitable by Engineer.**

3.3 Measurement and Payment

- i) Items required be executed under this contract are provided in BOQ of the contract.
- ii) Some quantum of work under this contract may be carried out during restricted hours (During non- revenue hours or with Power block), no additional payment shall be done for work done during these restricted hours unless specified in BOQ.
- iii) Agency should maintain detailed register at site (Daily progress register) to maintain details of work, such as quantity of items executed, manpower deployed etc. for verification by engineer.
- iv) Agency should monitor and keep records of all items of BOQ being executed and in case of required quantity exceeding the BOQ quantity contractor should submit prior intimation and take approval of engineer before execution of work. Agency also needs to submit Variation statement accordingly for approval of engineer.
- v) Similarly, in case of requirement of any execution of Non – scheduled item (Item not available in BOQ of Contract), contractor should intimate and take approval of Engineer before taking up work.
- vi) The contractor shall take the measurements at site and prepare and submit the bill to the Engineer. Bill shall be raised both in Hard copy and through online mode that is through Vendor Payment Portal DMRC. For verification of measurements, contractor will require to deploy his Engineer. Delay due to non – providing of site staff for joint verification will be considered on part of contractor.

vii) While raising the bill, contractor shall provide requisite documents such as Abstract, Insurance, Performance security, Invoices, Standard certificates, ESI & PF chalangas and receipts etc. Any delay occurring while processing of payment by DMRC due to shortcomings in submissions of aforementioned documents shall be considered on the part of contractor.

viii) Contractor should deploy necessary experienced personnel in capacity of Bill Engineer for above purpose. The minimum number of such personnel is mentioned in annexure of ITT along with requisite qualification and experience. CV/resumes of these should be submitted to engineer for his approval before deploying/replacing them at site, however contract may be asked to suitably augment these numbers during tenure of the contract. Based on performance, Engineer may ask contractor to replace these personnel, contractor should comply to it.

3.4 Material

The minimum inventory of material shall be maintained by the contractor as per requirement for timely repair & maintenance work. In case of premature termination, no extra compensation shall be payable. Payment of remuneration in that case will be made to the extent the services rendered till that time can be made use of by DMRC officials/Engineer or his representative limited to the period for which the agency had actually rendered the service and subject to the intermediate targets being adhered to as per the work schedule mutually agreed to. No notice of termination or remuneration thereof will be necessary and continuance shall be solely at the discretion of DMRC.

3.5 Quality

All materials used in the works shall be of the quality of their respective kinds as specified in BOQ items, CPWD specifications, Specifications obtained from sources and suppliers approved by DMRC and shall comply strictly with the tests prescribed in the Technical Specifications/Codes of Practice. Approved list of vendors by DMRC for materials/ products is enclosed as per appendix-4 of Employers requirement.

In case of non-availability of specified materials, the alternative material should be used with the prior approval of Engineer in charge. The approval should be obtained in writing. Any unapproved or substandard material shall be deemed as rejected.

3.6 Rejection

Any material that have been found not to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost immediately. **In case of failure to remove such material within reasonable time, token penalty up to Rs. 10000/- may be imposed as deemed suitable by engineer. Engineer can further get the rejected material removed from the site through other agency at risk and cost of contractor in case of failure by contractor in removing the rejected material in reasonable time. The rejected material will be considered as scrap and no value shall be payable to contractor, when material is disposed through other agency.**

3.7 Workmanship

All works shall be true to level, plumb and square and the corner, edges and arises in all cases shall be unbroken and neat and shall be as per provisions in the relevant Technical Specifications/ Standard Codes of Practices. Contractor shall also submit Quality Assurance Programme and Methods Statements for the major works to be done in the contract within 07 days of assigning of such work by the engineer before the start of work for approval of Engineer-in-Charge.

3.8 Specifications:

DMRC approved list of Manufacturer (as enclosed with tender documents), IS (Indian Standards) Codes as per latest addition with all correction slips and CPWD (Central Public Works Department) Specifications 2019 Vol-I & Vol-II with up-to-date correction slips issued up to date of submission of tender are applicable in this contract. General Specifications for NDSR items have been provided in BOQ.

Whenever these codes are silent the same shall be governed by Other Standard codes, manufactures specifications/ Sound Engineering practice and the decision of the Engineer in Charge shall be final and binding on the contractor.

4 INTERFACE WORK

In addition, the Contractor shall be required to accommodate requirements of miscellaneous works as per interfacing requirements. The Contractor shall carry out necessary co-ordinations with Facility Manager, E&M Contractor and various system contractors pertaining to traction power supply, signalling, telecommunication, AFC, Housekeeping etc.

5 STRUCTURES

The maintenance of structures will have to be planned in such a manner that they do not obstruct or interfere with existing utilities. Where work is required to be carried out at locations adjacent to such utilities suitable safety and protection arrangements will have to be ensured for which nothing extra will be payable. It should be ensured that no damage is caused to any such element and Engineer/Employer shall be indemnified against such damage at no extra cost.

6 REFERENCE TO THE STANDARD CODES OF PRACTICE

All Standards, Technical Specifications and Codes of practice referred to shall be latest editions including all applicable official amendments and revisions. The Contractor shall make available at site all relevant Indian standards of practice and IRSC & TRC Codes as applicable as per requirement.

Wherever Indian Standards do not cover some particular aspects of maintenance, relevant British, German Standards will be referred to. The Contractor shall make available at site such standard codes of practice.

In case of discrepancy among Standard codes of practice, technical specifications and provisions in sub clauses in this NIT, the order of precedence will be as below:

- i) Provision in NIT
- ii) Technical Specifications,
- iii) CPWD specifications
- iv) Standard Codes of Practice.

In case of discrepancy among Standard Codes of Practice, wherever these codes are silent same shall be governed by the manufacturers' specifications/sound engineering practice and the decision of the Engineer in charge shall be final and binding on the Contractor.

7 DIMENSIONS

- 7.1 As regards errors, omissions and discrepancies in Specifications and Drawings, relevant clause of Special Conditions of Contract will apply.
- 7.2 The Contract shall utilise the SI system of units. Codes and Standards in imperial units shall not be used unless the Engineer has given his consent.
- 7.3 Conversion between metric units and imperial units shall be in accordance with the relevant Indian Standards.
- 7.4 The levels, measurements and other information concerning the existing site as shown on the conceptual/ layout drawings are believed to be correct, but the Contractor should verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever will be entertained on account of any errors or omissions in the levels or strata turning out different from what is shown on the drawings.

8 SPACE FOR TEMPORARY OFFICE & STORAGE

- 8.3 A suitable space for store shall be provided on temporary basis by DMRC/Engineer or his representative free of cost on as is where basis for execution of work, subject to availability. This space shall not be used for accommodation of labours or Contractors' staff.
- 8.4 The contractor shall handover the space provided for store to them and final bill shall be released to the contractor after vacation of stores to the DMRC.

9 SITE INFORMATION

9.3 Work Site

- 9.1.1 The project site is located in Gurugram (Haryana) The location of the work is Rapid Metro, Haryana.
- 9.3.1 The Contractor shall plan his works keeping in view restriction of approach and availability of space and time.

9.4 Climatic Conditions

Gurugram (Haryana) experiences extreme climatic conditions and tenderers must acquaint themselves about the same before submitting the tender. The Employer shall in no way be responsible on this account.

10 CONTRACTOR'S SUPERINTENDENCE

10.1 The Contractor shall submit a Staff Organisation Plan in accordance with the relevant clauses of DMRC. This plan shall be updated and resubmitted whenever there are changes to the staff. The plan shall show the management structure and state clearly the duties, responsibilities and authority of each staff member.

10.2 The Site Engineer and his associates/supervisors shall have experience and qualification appropriate to the type and magnitude of the Works. Full details shall be submitted of the qualifications and experience of all proposed staff to the Engineer for his approval.

11 THE SITE

11.1 Use of the Site

11.1.1 The Site or Contractor's Equipment shall not be used by the Contractor for any purpose other than for carrying out the Works in the scope of this contract, except that, with the consent in writing of the Engineer, the Site or Contractor's Equipment such as batching and mixing other contracts under the Employer.

11.1.2 The location and size of each stockpile of materials, including excavated materials, within the Site shall be as permitted by the Engineer. Stockpiles shall be maintained at all times in a stable condition.

11.1.3 Entry to and exit from the Site shall be controlled and shall be only available at the locations for which the Engineer has given his consent.

11.1.4 All Temporary Works which are not to remain on the Site after the completion of the Works shall be removed prior to completion of the Works or at other times instructed by the Engineer. The Site shall be cleared and reinstated to the lines and levels and to the same condition as existed before the Works started except as otherwise stated in the Contract.

11.2 Access to the Site

11.2.1 The Contractor shall make its own arrangements, subject to the consent of the Engineer, for any further access required to the Site.

11.2.2 In addition, the Contractor shall ensure that access to every portion of the Site is continually available to the Employer and Engineer.

12 BARRICADES AND SIGNBOARDS

- i) The Contractor shall erect barricades as per requirement & wherever necessary around its areas of operations to prevent entry by unauthorised persons to his Works Areas. No work shall be commenced in any Works Area until the Engineer has been satisfied that the barricades installed by the Contractor are sufficient to prevent, within reason, unauthorised entry.
- ii) Barricades shall be maintained in clean and good order by the Contractor until the completion of the Works.
- iii) All Barricades installed by the Contractor shall be removed by the Contractor upon the completion of the Works, unless otherwise directed by the Engineer.
- iv) Barricades can be reused after removing from one place to other locations/ sites provided they are in good condition and approved by Engineer.
- v) Damage/worn-out barricades shall be replaced by contractor within 24 hours. Engineer's decision regarding need for replacement shall be final and binding and if no action is taken by contractor, the Engineer may get it repaired through other agency and the cost of any repairs will be deducted by the Engineer from any payment due to the Contractor.
- vi) Nothing extra shall be paid on account of barricades and sign boards unless specified in BOQ.

13 SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with in the conditions stipulated in the Conditions of contracts on Safety and Health, for civil works of O&M wing. And condition of contract on Environment for civil works of O&M for contract value above Rs.1.00 crore.

"Tractor Transmission type" Pick and Carry Hydra Crane – 1st Generation model is prohibited at DMRC works. Contractor shall mobilize "Truck Transmission type" Pick and Carry Hydra Crane – 2nd Generation model or higher version.

The Contractor shall provide adequate stand-by equipment to ensure the safety of personnel, the Works and the public.

14. CARE OF THE WORKS

- i) Unless otherwise permitted by the Engineer all work shall be carried out in dry conditions.
- ii) The works, including materials for use in the works, shall be protected from damage due to water. Water on the Site and water entering the Site shall be promptly removed by temporary drainage or pumping systems or by other methods capable of keeping the Works free of water. Silt and debris shall be removed by traps before the water is discharged and shall be disposed of at a location or locations to which the Engineer has given his consent.
- iii) The discharge points of the temporary systems shall be as per the consent of the Engineer. The Contractor shall make all arrangements with and obtain the necessary approval from the relevant authorities for discharging water to drains watercourses etc. The relevant work shall not be commenced until the approved arrangements for disposal of the water have been implemented.
- iv) The methods used for keeping the Works free of water shall be such that settlement of, or damage to, new and existing structures do not occur.
- v) Measures shall be taken to prevent flotation of new and existing structures.

15 PROTECTION OF THE WORKS FROM WEATHER

- i) Work shall not be carried out in weather conditions that may adversely affect the Works unless proper protection is provided to the satisfaction of the Engineer.
- ii) Permanent Works, including materials for such Works, shall be protected from exposures of weather conditions that may adversely affect such Permanent Works or materials.
- iii) During maintenance of the Works storm restraint systems shall be provided where appropriate. These systems shall ensure the security of the partially completed and ongoing stages of maintenance and in all weather conditions. Such storm restraint systems shall be installed as soon as practicable and shall be compatible with the right of way, or other access around or through- out the Site.
- iv) The Contractor shall at all times, make programme and order progress of the work and make all protective arrangements such that the Works can be made safe in the event of storms.
- v) The finished works shall be protected from any damage that could arise from any activities on the adjacent site/ works.

16. DAMAGE AND INTERFERENCE

- i) Work shall be carried out in such a manner that there is no damage to or interference with:
 - watercourses or drainage systems;
 - utilities;
 - Structures (including foundation)
 - Roads,
 - Public and Private Vehicular & pedestrian access
- Monuments, trees, graves or burial grounds other than to the extent that is necessary for them to be removed or diverted to permit the execution of the Works. Heritage structures shall not be damaged or disfigured on any account. The Contractor shall inform the Engineer as soon as practicable of any items

which are not stated in the Contract to be removed or diverted but which the Contractor considers need to be removed or diverted to enable the Works to be carried out. Such items shall not be removed or diverted until the consent of the Engineer to such removal or diversion has been obtained.

- ii) Items which are damaged or interfered with as a result of the Works and items which are removed to enable work to be carried out shall be reinstated to the satisfaction of the Engineer and to at least the same condition as existed before the work started. Any claims by Utility Agencies due to damage of utilities by the Contractor shall be borne by the Contractor.
- iii) The Contractor shall immediately inform the Engineer of any damage to structures, roads or other properties.
- iv) The Contractor shall take all necessary precautions to protect the structures or works being carried out by others adjacent to and, for the time being, within the Site from the effects of vibrations, undermining and any other earth movements or the diversion of water flow arising from its work.

17. Defect Liability Period

The Defect liability period (DLP) shall be 12 (Twelve) Months from the date of Issue of the latest Taking over Certificate/ Completion Certificate for the whole of the works.

18. Payment- Interim and Final

18.1 Interim Payments (Running Account Bills)

18.1.1 The Contractor shall submit Interim (Running Account) Bills on a monthly or quarterly basis, or as directed by the Engineer-in-Charge, for the work executed during the relevant period.

18.1.2 Payments shall be made based on measured quantities of work executed at site and duly recorded and certified by the Field Engineers and the Engineer-in-Charge.

18.2 Completion of Work

18.2.1 The Engineer-in-Charge shall issue a written intimation regarding completion of the work.

18.3 Final Bill

18.3.1 The Contractor shall submit the Final Bill within three (3) months from the date of issuance of the work completion letter by the Engineer-in-Charge.

18.3.2 The Final Bill shall include all claims, measurements, variations, and adjustments pertaining to the completed work. No additional claims shall be entertained thereafter, except those specifically admissible under the contract.

18.3.3 In case the Contractor fails to submit the Final Bill within the stipulated period, the Engineer-in-Charge shall be at liberty to finalize the measurements and prepare the Final Bill ex parte, based on available records.

18.3.4 In such cases, payment shall be released only after submission by the Contractor of:

- A formal request for release of payment
- A No Claim Certificate
- All required contractual and statutory compliances

18.4 Verification and Processing of Final Bill

18.4.1 The Field Engineers and the Engineer-in-Charge shall verify and certify the Final Bill within a reasonable period, generally 60 days, subject to corrections and compliance with contract provisions.

18.4.2 The Engineer-in-Charge shall process and arrange payment of the Final Bill at the earliest subject to:

- Fulfilment of all contractual obligations
- Submission of required documents (such as as-built drawings, test reports, etc., as applicable)
- Clearance of statutory dues
- Settlement of audit observations, if any
- No outstanding claims, unless specifically found admissible

18.5 Deductions

18.5.1 All statutory deductions, including but not limited to Income Tax, GST (as applicable), labour cess, and other applicable levies, shall be made from Interim and Final Bills in accordance with prevailing laws.

18.5.2 Recoveries towards penalties, damages, or any other dues payable by the Contractor under the contract, including safety violations, shall also be effected from payments due.

18.6 No Interest Clause

18.6.1 No interest shall be payable to the Contractor on any delayed payments, Interim Bills, Final Bill, Retention Money, or Security Deposit, unless expressly provided otherwise in the contract.

EMPLOYER'S REQUIREMENTS

APPENDIX – 1

DELETED

EMPLOYER'S REQUIREMENTS

APPENDIX – 2

DELETED

EMPLOYER'S REQUIREMENTS

APPENDIX – 3

DELETED

EMPLOYER'S REQUIREMENTS

APPENDIX – 4

APPROVED MANUFACTURERS / SUPPLIERS

Approved Manufacturers/ Suppliers List is enclosed separately with this document.

EMPLOYER'S REQUIREMENTS

APPENDIX 5

DELETED