

### **NOTICE INVITING QUOTATIONS**

Sealed Quotations are invited for the following work, on behalf of DIMTS Ltd 1<sup>st</sup> Floor ISBT building Kashmere Gate Delhi upto 3.00 P.M. on 02.06.2011 which shall be open on the same day at 3.30 P.M. in the presence of intending agency or their representatives in the office of the undersigned .

The schedule of quantities and terms & conditions of the work can be had from the office of the undersigned on any working day during office hours. The under signed reserves the right to cancel any/ all quotations without assigning the any reason thereof.

Name of work: - Implementation of BRT corridor – Ambedkar Nagar to Delhi Gate.

SH:- Restoration of damaged road surface under tilak Bridge. Estimated Cost: 1.46 lac (Rs. One lac Forty Six Thousand only.)

Time allowed: 7 days.

**V.K. Gaur**

**Sr. Manager (Civil)**

**DIMTS Ltd**

Copy to:

1. Engineer – in – Chief
2. V.K. Mehrotra (Sr. Consultant)
3. V.P. (Finance)
4. Notice Board

## **TERMS & CONDITIONS**

1. Work shall be carried out as per CPWD specification, site requirement and direction of Engineer – in – Charge.
2. All arrangement to carry out the work shall be arranged by the contractor including Men, Machine & material, tools and tackles.
3. Time period of completion shall be 07(Seven) days from the date of issue of Letter of Acceptance/ Letter of Intent/ work order.
4. Defect liability period for the work would be 3 months after completion of work. During this period any defect noticed would be repaired/ rectified by you free of cost.
5. Amount of 10% of the bill would be deducted from your bills towards security which would be refunded 30 days after successful completion of defect liability period.
6. Taxes are deducted as per company rules /Government norms.
7. DIMTS reserves the right to accept or reject any Bid/ quotation, and to annul the Bid process and reject all Bids, at any time prior to award of Contract, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the DIMTS' action.
8. Joint Venture/Consortium not permitted.
9. All safety measures such as wearing of helmets, safety jackets by the work man & employees of contractor has to be taken by contractor at his cost. Contractor shall not leave any equipment close to the road to prevent accidents. The Contractor would be solely responsible for any mishap or accident at site work during execution involving his labour or road users.
10. DIMTS will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. DIMTS will blacklist and declare the firm ineligible, either indefinitely or for a stated period of time, to apply for a contract by DIMTS Ltd.
  - a. “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  - b. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DIMTS of the benefits of free and open competition.
11. The Contractor shall at all times indemnify and keep indemnified DIMTS against

any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Contractor's employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor.

12. All matters arising from this Bid will have jurisdiction of courts in Delhi.
13. The quoted rates and prices in Priced Bill of Quantities will be deemed to include all plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, taxes and duties, contractor's profit and establishment/overheads, together with all general risks, insurance liabilities, compliance of labour laws and obligations set out or implied in the contract.

### **Payment Terms**

- (a) The contractor shall submit bills and the payment will be made pro-rata on completion of works.
- (b) No Mobilisation advance will be issued.
- (c) Rates quoted shall be valid for a period of 3 (three) months from the date of submission of quotation.
- (d) 10% amount of the bill would be deducted from your bills towards security which would be refunded 30 days after successful completion of defect liability period.
- (e) Taxes are deducted at source as per Company rules/Government norms.
- (f) Rates are inclusive of all taxes (TDS/ other statutory deduction etc) complete and fixed and no escalation whatsoever shall be payable for any rise in market rates of labour or material involved.

### **Settlement of Disputes**

Any dispute or difference or controversy of whatsoever nature, however under, out of or in this work order between the parties and so notified in writing by either party to the other in the first instance shall be attempt to be resolved amicably by the parties and shall not be referred to arbitration unless an attempt has first been made to settle the same amicably.

Any dispute or difference which not resolved as provided in this para & above shall be settled by reference to arbitration by arbitrator appointed by DIMTS. The decision of arbitrator is binding to the contractor and the contractor shall bear expenses of arbitrator.

The language of the arbitration proceedings and of all documents and communications between the parties shall be English.

Notwithstanding anything to the contrary contained herein the work under the work order shall continue during the pendency of any disputes or differences in arbitration

proceedings and no payment due from the employer shall be withheld on account of such proceedings except if such payment is the subject matter of the dispute and the employer shall be entitled to make recoveries of amounts, if any, due from the contractor, as per the provisions contained in the work order.

The place of arbitration shall be at Delhi.

## Bill Of Quantity

Name of work: - Implementation of BRT corridor – Ambedkar Nagar to Delhi Gate.

SH: Restoration of damaged road surface under tilak Bridge.

S.no	Description of Item	Qty	Unit	Rate	Amount (in Rs.)
1	Providing and laying CC pavement of mix M-25 with ready-mix concrete from batching plant. The ready-mix concrete shall be laid and finished with screed board vibrator , vacuumed dewatering process and finally finished by floating, brooming with wire brush etc. complete as per specification and direction of Engineer in charge. ( The panel shuttering work shall be paid separately).	31.00	Cum		
2	Add for using of M-30 grade instead of M-25 grade concrete in C.C. pavement.	31.00	Cum		
3	Centring and Shuttering including strutting , popping etc. and removal of form from foundation footing etc.				
a)	Foundation, footing, bases of columns etc. for mass concrete.	30.00	sqm		
	<b>Total</b>				