

CORRIGENDUM-I

Sub: Supply, Erection, Testing and Commissioning of 33 kV Sub-stations, DG Set and related works for DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.

Ref: Tender No: - DFCCIL/NOIDA UNIT / Electrical/ Substation /2021/01

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
1	Tender Forms, Part-III, Chapter-II of Tender document. (Page no. 2)	Form no. 27	NIL	New Form No. 27 for "Bid Security Declaration" added.
2	Check List (Item no. 1) of Part-I, Chapter-I of the Tender Document. (Page no. 5)	Earnest Money Deposit (EMD)	EMD of Rs.29,24,900/- (<i>Rupees Twenty Nine Lakh Twenty Four Thousand Nine Hundred Only</i>) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi on or before schedule date & time of submission of bid.	To be submitted in the form of "Bid Security Declaration" as per Form no - 27, Part-III, Chapter II, Tender Forms.
3	Notice inviting E-Tender Clause 1.2.1 (Item no. 9) of Part-I, Chapter-II of the Tender Document. (Page no. 8)	Earnest Money Deposit (EMD)	Rs.29,24,900/- (<i>Rupees Twenty Nine Lakh Twenty Four Thousand Nine Hundred Only</i>) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi. <u>Note:</u> (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as	To be submitted in the form of "Bid Security Declaration" as per Form no - 27, Part-III, Chapter II, Tender Forms.

D. Kumar
April 14

17/10

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
			<p>'Startups' shall be exempted from payment of Earnest Money on submission of Registration Certificate issued by appropriate authority.</p> <p>(ii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit.</p> <p>(iii) Labor Corporate Societies shall deposit only 50% of above earnest money deposit.</p>	
4	Notice inviting E-Tender Clause 1.2.5 (Para-2) of Part-I, Chapter-II of the Tender Document. (Page no. 10)	Earnest Money Deposit (EMD)	Bidder shall submit the EMD & Tender document cost (as mentioned in clause 1.3.4.2 & 1.3.4.1 of preamble & general instructions to tenderer, Part I, Chapter III of Tender Document) on or before schedule date & time of submission of bid.	Bidder shall submit the Bid Security Declaration (in place of EMD) in the standard format enclosed as "Form-27" and Tender document cost (as mentioned in clause 1.3.4.1 & 1.3.4.2 of preamble & general instructions to tenderer, Part I, Chapter III of Tender Document) on or before schedule date & time of submission of bid.
5	Notice inviting E-Tender Clause 1.2.7 (i) of Part-I, Chapter-II of the Tender Document. (Page no. 11)	Earnest Money Deposit (EMD)	i) Earnest Money Deposit (EMD) and Tender Document Cost	i) Bids Security Declaration and Tender Document Cost
6	Notice inviting E-Tender Clause 1.2.8 (Para-2) of Part-I, Chapter-II of the Tender Document. (Page no. 11)	Earnest Money Deposit (EMD)	Any tender received without Earnest money and cost of tender document in the form as specified in the tender documents shall not be considered and shall be summarily rejected.	Any tender received without Bid Security Declaration (in place of EMD) and cost of tender documents in the form as specified in the tender documents shall not be considered and shall be summarily rejected.

Shri. S. K. Sharma
Amlet

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
7	Notice inviting E-Tender Clause 1.2.10 of Part-I, Chapter-II of the Tender Document. (Page no. 12)	Earnest Money Deposit (EMD)	Tenderers may note that they are liable to be disqualified at any time during tendering process in case, any of the information furnished by them is not found to be true. EMD of such tenderers shall be forfeited & the decision of DFCCIL in this regard shall be final and binding.	Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Action will also be taken against such Tenderer as per Bid Security Declaration submitted by the tenderer in standard format "Form-27". The decision of the DFCCIL in this regard shall be final and binding.
8	Preamble and General instruction to Tenderer Clause 1.3.1 (v) (A) (xvii) of Part-I, Chapter-III of the Tender Document. (Page no. 19)	Earnest Money Deposit (EMD)	(xvii) Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.	Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Action will also be taken against such Tenderer as per Bid Security Declaration submitted by the tenderer in standard format "Form-27". The decision of the DFCCIL in this regard shall be final and binding.
9	Preamble and General instruction to Tenderer Clause 1.3.4.2 (a) of Part-I, Chapter-III of the Tender Document. (Page no. 23)	Earnest Money Deposit (EMD)	(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.	The tenderer shall be required to submit the Bid Security Declaration (in place of EMD) in the standard format enclosed as "Form-27" with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender.

B. Kumar
April 2017

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
			<p>(ii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit detailed above.</p> <p>(iii) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.</p>	
10	Preamble and General instruction to Tenderer Clause 1.3.4.2 (b) of Part-I, Chapter-III of the Tender Document. (Page no. 24)	Earnest Money Deposit (EMD)	(b) The tenderer must deposit the amount of Earnest Money for the amount prescribed, online through the payment gateway on www.ireps.gov.in as mentioned in the NIT.	The tenderer must submit/upload the bid security declaration in the standard format "Form - 27" online on www.ireps.gov.in as mentioned in the NIT.
11	Preamble and General instruction to Tenderer Clause 1.3.4.2 (c) of Part-I, Chapter-III of the Tender Document. (Page no. 24)	Earnest Money Deposit (EMD)	(c) Tenderers received without Earnest Money in full in the manner prescribed above shall be summarily rejected.	Tenderers received without Bid Security Declaration in the manner prescribed above shall be summarily rejected.
12	Preamble and General instruction to Tenderer Clause 1.3.4.2 (d) of Part-I, Chapter-III of the Tender Document. (Page no. 24)	Earnest Money Deposit (EMD)	(d) The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 120 days from the date of opening of tender. If the validity of the offer is extended, the validity of earnest money should also be extended failing which, the offer, after the expiry of the aforesaid period, may not be considered by DFCCIL.	Deleted

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April

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
13	Preamble and General instruction to Tenderer Clause 1.3.4.2 (e) of Part-I, Chapter-III of the Tender Document. (Page no. 24)	Earnest Money Deposit (EMD)	(e) It is understood that the tender documents have been sold/issued to the tenderer(s) and the tenderer(s) is/are permitted to tender in consideration of stipulation on his/their part, that after submitting his/their tender (subjected to the period being extended further), he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as earnest money for the due performance of the above stipulation, shall be forfeited by DFCCIL.	(b) It is understood that the tender documents have been sold/issued to the tenderer(s) and the tenderer(s) is/are permitted to tender in consideration of stipulation on his/their part, that after submitting his/their tender (subjected to the period being extended further), he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, action will be taken in accordance with bid security declaration submitted by the tenderer in standard format "Form-27".
14	Preamble and General instruction to Tenderer Clause 1.3.4.2 (f) of Part-I, Chapter-III of the Tender Document. (Page no. 24)	Earnest Money Deposit (EMD)	(f) The Earnest Money Deposit of the successful Tenderer, will be retained towards part of Security Deposit for the due and faithfull fulfillment of the contract in terms of caluse 16 of the General Conditions of the contract.	Deleted
15	Preamble and General instruction to Tenderer Clause 1.3.4.2 (g) of Part-I, Chapter-III of the Tender Document. (Page no. 24)	Earnest Money Deposit (EMD)	(g) The earnest money of the unsuccessful tenderer(s) shall, save as herein before provided, be returned to the unsuccessful tenderer(s) within a reasonable time, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.	Deleted

B. Anand
April 21

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
16	Preamble and General instruction to Tenderer Clause 1.3.4.2 (h) of Part-I, Chapter-III of the Tender Document. (Page no. 24)	Earnest Money Deposit (EMD)	<p>(h) DFCCIL reserves the rights of forfeiture of Earnest Money Deposit (EMD) in case of successful tenderers if: -</p> <ul style="list-style-type: none"> i. Does not execute the Contract Agreement within stipulated time: or ii. Does not submit Performance Security in the form of Bank Guarantee of the requisite value within stipulated time: or iii. Does not commence the work after receipt of Letter of Acceptance or date as specified in the Letter Acceptance. iv. Withdraws the offer during the period of validity/extended validity. v. When any of the information furnished by the tenderer not found true. vi. If the work is terminated at any stage as per terms and conditions of the contract. 	<p>(h) DFCCIL reserves the rights to take action in accordance with bid security declaration submitted by the tenderer in standard format "Form-27" if: -</p> <ul style="list-style-type: none"> i. Does not execute the Contract Agreement within stipulated time: or ii. Does not submit Performance Security in the form of Bank Guarantee of the requisite value within stipulated time: or iii. Does not commence the work after receipt of Letter of Acceptance or date as specified in the Letter Acceptance. iv. Withdraws the offer during the period of validity/extended validity. v. When any of the information furnished by the tenderer not found true. vi. If the work is terminated at any stage as per terms and conditions of the contract.
17	Preamble and General instruction to Tenderer Clause 1.3.4.2 (i) of Part-I, Chapter-III of the Tender Document. (Page no. 24)	Earnest Money Deposit (EMD)	(i) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the DFCCIL shall return the Earnest Money so retained to the Contractor	Deleted
18	Preamble and General instruction to Tenderer Clause 1.3.7 (last five lines) of Part-I, Chapter-III of the Tender Document.	Execution of Contract Agreement	In such cases, the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the earnest money and other dues payable to the Contractor under this contract. The failed	In such cases, the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to take action in accordance with bid security declaration submitted by the tenderer in standard format "Form-27"

B. G. S. S.
April 14

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
	(Page no. 27)		Contractor shall be debarred from participating in the re-tender for that work.	and forfeit other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
19	Preamble and General instruction to Tenderer Clause 1.3.11.1 (a) of Part-I, Chapter-III of the Tender Document. (Page no. 28)	Technical Eligibility Criteria		New Para 1.3.11.1 (a) to be added after para 1.3.11.1. The Tenderer shall have a valid electrical contractor's license issued in the name of firm by State Govt. for carrying out the tendered work. (to be enclosed along with the offer)
20	Preamble and General instruction to Tenderer Clause 1.3.11.5 (h) of Part-I, Chapter-III of the Tender Document. (Page no. 32)	Credentials of tenderer	<p>(i) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business for a period of upto five years.</p> <p>(ii) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.</p>	<p>(i) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, action will be taken in accordance with bid security declaration submitted by the tenderer in standard format "Form-27" besides banning of business for a period of upto five years.</p> <p>(ii) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Action will be taken in accordance with bid security declaration submitted by the tenderer in standard format "Form-27". Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and</p>

B. Chandra Shrivastava
April 15/11

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
				agency shall be banned for doing business for a period of upto five years.
21	Preamble and General instruction to Tenderer Clause 1.3.17.5 of Part-I, Chapter-III of the Tender Document. (Page no. 37)	Joint venture in works tender	Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document	Bid security declaration shall be submitted by JV or authorized person of JV as mentioned in tender document.
22	Preamble and General instruction to Tenderer Clause 1.3.17.7 of Part-I, Chapter-III of the Tender Document. (Page no. 37)	Joint venture in works tender	Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.	Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, action will be taken in accordance with bid security declaration submitted by the tenderer in standard format "Form-27"
23	Preamble and General instruction to Tenderer Clause 1.3.17.11 (Last four lines) of Part-I, Chapter-III of the Tender Document. (Page no. 38)	Joint venture in works tender	In case contract is terminated Railway/DFCCIL shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:	In case contract is terminated Railway/DFCCIL shall be entitled to forfeit dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
24	Preamble and General instruction to Tenderer Clause 1.3.18.4 (Lines related to forfeiture of EMD) of Part-I,	Participation of partnership firms in work tenders	Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any Partner/s withdraws from the firm after opening of the tender and before the award of	Failure to observe this requirement shall render the offer invalid and action will be taken in accordance with bid security declaration submitted by the tenderer in standard format "Form-27" .

D. Chandra
April 14

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
	Chapter-III of the Tender Document. (Page no. 40)		the contract, the offer shall be rejected and EMD of the tenderer will be forfeited.	If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and action will be taken in accordance with bid security declaration submitted by the tenderer in standard format "Form-27" .
25	Preamble and General instruction to Tenderer Clause 1.3.18.6 of Part-I, Chapter-III of the Tender Document. (Page no. 41)	Participation of partnership firms in work tenders	The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.	The tender form shall be submitted only in the name of partnership firm. The Bid security declaration shall be submitted by partnership firm as mentioned in tender document.
26	Preamble and General instruction to Tenderer Clause 1.3.20 of Part-I, Chapter-III of the Tender Document. (Page no. 43)	Period of completion	If the Tenderer/s deliberately gives any wrong information about credentials / documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. The EMD of such tenderers shall also be forfeited.	If the Tenderer/s deliberately gives any wrong information about credentials / documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. Action will also be taken in accordance with bid security declaration submitted by the tenderer in standard format "Form-27" .
27	General Conditions of Contract Clause 16.(1) (first line) of Part-I, Chapter-IV of the tender document. (Page no. 53)	Security Deposit	The Earnest Money deposited by the Contractor with his tender will be retained by the Railways/DFCCIL as part of security for the due and faithful fulfillment of the contract by the Contractor.	Deleted

B. Chandra Shekar
April 19

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
28	General Conditions of Contract Clause 16.(3) of Part-I, Chapter-IV of the tender document. (Page no. 54)	Interest on Earnest money, Security Deposit etc.	No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4)(b) of this clause will be payable with interest accrued thereon	No interest shall be payable upon Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4)(b) of this clause will be payable with interest accrued thereon
29	General Conditions of Contract Clause 16.(4) (a) (last five lines) of Part-I, Chapter-IV of the tender document. (Page no. 54)	Performance Guarantee	In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated Railway/DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. The failed contractor shall be debarred from participating in retender for that work.	In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated Railway/DFCCIL shall be entitled to forfeit dues payable against that contract and action will be taken in accordance with bid security declaration submitted by the tenderer in standard format "Form-27" . The failed contractor shall be debarred from participating in retender for that work.
30	Clause 12.1, 12.2 of Special Conditions of Contract of Part-I Chapter-V of Tender Document. (Page no. 100)	Terms Payment of	12.1 Payment for Supply of Major Items: 60% of the item price shall be paid on receipt of following materials at site :- a. Transformers b. HT & LT Panels c. HT Cables d. Electric Poles and High Mast e. Street Lighting Luminaires f. D.G Sets The Payment against receipt of above items at site shall be made after successful inspection, due certification by Engineer-	12.1 Payment for Supply of Major Items: 70% of the BOQ Item price shall be paid on receipt of following materials at site :- a) Transformers b) HT & LT Panels c) HT & LT Cables d) Electric Poles and High Mast e) Street Lighting Luminaires f) D.G Sets The Payment against receipt of above items at site shall be made after successful inspection, due certification by

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B. Anand
Asstt. Engr.

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
			<p>In-Charge and on submission of following documents:</p> <p>a. Suppliers delivery challan,</p> <p>b. Contractors material receipt note</p> <p>c. Suitable Indemnity Bond to safeguard DFCCIL's interest</p> <p>12.2 Payment for Installation, Testing & Commissioning:</p>	<p>Engineer/DFCCIL and on submission of following documents:</p> <p>a) Suppliers delivery challan,</p> <p>b) Contractors material receipt note</p> <p>c) Suitable Indemnity Bond to safeguard DFCCIL's interest</p> <p>d) OEM Warranty certificate/ Invoice (wherever applicable)</p>
			<p>40% of the item price for items mentioned in para 12.1 shall be paid after successful installation, testing & commissioning of the works and on issue of provisional acceptance letter and due certification by the Engineer-In-Charge. This includes achieving desired parameters as mentioned in Technical Specifications/ Standard specifications of the tender document. For other items 100% payment shall be made after supply, installation, testing and commissioning.</p>	<p>12.2 Payment for Installation: 15% of the BOQ Item price for items mentioned in para 12.1 shall be paid after successful installation and due certification by the Engineer/DFCCIL. For other items 85% of the item price shall be paid after supply and installation and due certification by the Engineer/DFCCIL.</p> <p>12.3 Payment for Testing & Commissioning: 15% of the item price for all items of the work shall be paid after successful testing & commissioning of the works and due certification by the Engineer/DFCCIL. This includes achieving desired parameters as mentioned in Technical Specifications of the tender document.</p>

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B. Chauri
April 07

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
31	Form No. 1A, 1B & 19 of Part-III, Chapter-2 (Tender forms) of the bid document (Page N. 266-268, 269-270 & 384-391)	Offer letter, Format of Certificate to be submitted/uploaded by tenderer and Pre-Contract Integrity Pact	The existing Form No. 1A, 1B & 19 of Part-III, Chapter-2 (Tender forms) of the bid document is now being modified due to exclusion/relaxation of EMD.	<p>The existing Form No. 1A, 1B & 19 of Part-III, Chapter-2 (Tender forms) of the bid document are now being modified due to exclusion/relaxation of EMD and the revised/modified Form No. 1A, 1B & 19 are enclosed with this Corrigendum No.-1.</p> <p>These forms are to be mandatorily submitted/uploaded by the Tenderers in the technical bid (as mentioned in the checklist of items at page no. 5 & 6 of Part-I Chapter-I of tender document). Hence, tenderers are advised to upload the correct modified Forms No. 1A, 1B & 19 enclosed with this Corrigendum No.-1.</p>
32	Form-4, Schedule – “B”, Subhead- LT Panels.	BOQ Item S.No. 6.5)	Supply, Erection and testing of the following sandwich type bus duct three Phase with neutral busbar of 100% capacity and 50% integrated housing ground, totally enclosed, dust and vermin proof with IP 54 protection as per IEC 61439, totally type tested assembly, 3 mm thick extruded Aluminium alloy enclosure, powder coated with RAL shade 7032/7035. Busbar material of 99.9% purity copper, partially tinned having a maximum current density of 1.25 Amp per Sq.mm. and to withstand the stresses of a 45 MVA symmetrical fault level at 415 volts. All busbars are fully insulated using halogen free polyester sheath of thermic class B/F.	Supply, Erection and testing of the following sandwich type bus duct three Phase with neutral busbar of 100% capacity and 50% integrated housing ground, totally enclosed, dust and vermin proof with IP 65 (2500A & 2000A Busducts) and IP-54/55 (1000A Busduct) protection as per IEC 61439, totally type tested assembly, minimum 1.5 mm thick GI/ extruded Aluminium alloy/Dual alloy enclosure, powder coated. Busbar material of 99.9% purity copper, and minimum fault level of 45kA. All busbars are fully insulated using halogen free polyester sheath of thermic class B/F.

B. Anish
Apr 14

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
33	Form-4, Schedule – “B”, Subhead- External Lighting	BOQ Item S.No. 11.2)	Rate :- 38,320, Amount :- 8,04,720	Rate :- 40,959.00 , Amount :- 8,60,139.00
34	Technical Specification for Sub Station Works, Part-II, Chapter-I of Tender Document. (Page no. 119)	Para 4.3.1, 33kV Cables	33 kV cable shall be aluminium conductor with cross linked polyethylene (XLPE) insulation, galvanized steel armouring and PVC sheathing conforming to IS 7098. Conductors shall be sector shaped, made from electrical purely aluminium of 3 x 4 H or H temper conforming to IS 8130 XLPE insulation of high purity shall be extruded on the conductors with screen a layer of semi-conducting material shall be applied over the XLPE insulation to prevent partial discharge at insulation surface. This shall be followed up by metallic aluminium tape screen the cores shall be discharged tested. Built up cores shall then be laid up and filler codes added. Combined core shall be provided with extruded PVC sheathing. Galvanized steel wire of strip armouring shall then be provided protected by an overall extruded black PVC sheet. The outer sheath shall bear the manufacturer's name and trade mark at every meter length.	33 kV cable shall be aluminium conductor with cross linked polyethylene (XLPE) insulation, galvanized steel armouring and PVC sheathing conforming to IS 7098. Conductors shall be circular shaped, made from electrical purely aluminium of grade H2 or H4 conforming to IS 8130. XLPE insulation of high purity shall be extruded on the conductors with screen layer of semi-conducting material shall be applied over the XLPE insulation to prevent partial discharge at insulation surface. This shall be followed up by metallic copper tape screen, the cores shall be discharge tested. Built up cores shall then be laid up and filler cores added. Combined core shall be provided with extruded PVC sheathing (Inner). Galvanized steel wire of strip armouring shall then be provided. It shall be protected by an overall extruded black PVC sheathing (Outer). The outer sheath shall bear the manufacturer's name and trade mark at every meter length.
35	Technical Specification for Sub Station Works, Part-II, Chapter-I of Tender Document.	Para 7.6, Joints, Busway Trunking System	Each joint shall also have a colour coded thermal indicator for indicating the rise in temperature over and above ambient by changing colour at 60/70/80 degree centigrade to BLACK/GREEN/RED of that particular	Deleted

B. Anurag
20/1/19

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
	(Page no. 166)		length, enabling clear visual inspection, without use of any tools.	
36	List of Approve Makes, Part-II, Chapter-IV of Tender Document. (Page no. 256)	Sl. No. 1.0, 33kV Equipment, Oil immersed Transformer 33 kV with OLTC.	Siemens, Schneider, Transformers & Rectifiers, Kirloskar	Siemens, Schneider, Transformers & Rectifiers, Kirloskar, CGL.
37	List of Approve Makes, Part-II, Chapter-IV of Tender Document. (Page no. 256)	Sl. No. 1.0, 33kV Equipment.	33 kV Vacuum Circuit Breakers	33 kV Vacuum Circuit Breakers and 33 kV Switchgear Panels (OEM Factory built panels only)
38	List of Approve Makes, Part-II, Chapter-IV of Tender Document. (Page no. 256)	Sl. No. 1.0, 33kV XLPE Cables.	KEI, Havells, Finolex, RPG	KEI, Havells, Finolex, RPG, Polycab
39	List of Approve Makes, Part-II, Chapter-IV of Tender Document. (Page no. 256)	Sl. No. 2.0, LT Equipment,	MV Switchboards(Powder Coated) :- Ambit Switchgear Pvt Ltd (Schneider), Tricolite Electrical Industries (Schneider), Vidyut Controls (Siemens), Neptune (ABB)	LT Switchboards (TTA of OEM of ACB) :- Ambit Switchgear Pvt Ltd, Tricolite Electrical Industries, Vidyut Controls, Neptune, Advance Panels and Switchgear.

D. G. Singh
April 11

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
40	List of Approve Makes, Part-II, Chapter-IV of Tender Document. (Page no. 257)	Sl. No. 2.0, APFC Panel & Capacitors	Siemens(EPCOS), ABB, Neptune-Ducati, Schneider Electric	Siemens, ABB, Schneider Electric
41	List of Approve Makes, Part-II, Chapter-IV of Tender Document. (Page no. 257)	Sl. No. 2.0, LT Equipment, 1100 volts grade PVC/XLPE cables.	KEI, Havells, Finolex, RPG (IS Make)	KEI, Havells, Finolex, RPG, Polycab
42	List of Approve Makes, Part-II, Chapter-IV of Tender Document. (Page no. 257)	Sl. No. 2.0, LT Equipment, 1100 volts grade PVC control cables.	KEI, Havells, Finolex, RPG	KEI, Havells, Finolex, RPG, Polycab
43	List of Approve Makes, Part-II, Chapter-IV of Tender Document. (Page no. 258)	Sl. No. 3.0, External Lighting, High Mast.	Valmont, Bajaj, K-Lite, G-Luxeon	Valmont, Bajaj, K-Lite

B. Kumar
AP-1/21

S. No.	Clause/Para of the Tender Document	Items	Existing condition	Revised condition
44	List of Approve Makes, Part-II, Chapter-IV of Tender Document. (Page no. 258)	Sl. No. 4.0, DG Set, Diesel Engine.	CUMMINS, CATER PILLAR	CUMMINS, CATER PILLAR, Perkins
45	List of Approve Makes, Part-II, Chapter-IV of Tender Document. (Page no. 259)	Sl. No. 4.0, DG Set, DG Set enclosure.	M/S JAKSON ENGINEERS P. LTD. M/S SUDHIR ENGINEER M/S Caterpillar	JAKSON ENGINEERS P. LTD. SUDHIR ENGINEER Caterpillar Sterling & Wilson

B. Kumar
27/11/21
APM/Elec./Noida

27/11/21
GM
27/11/21
GM/Elec./Noida

FORM No. 1A

OFFER LETTER**Tender No: DFCCIL/NOIDA UNIT/Electrical/ Substation/ 2021/01****Name of Work: Supply, Erection, Testing and Commissioning of 33 kV Sub-stations, DG Set and related works for DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.**

To,
 The Chief General Manager,
 DFCCIL, Noida

We, the undersigned, declare that:

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **120 days** from the date fixed for opening the same and in default thereof, I/We will be liable for ~~action being taken in accordance with bid security declaration submitted by me/us in standard format "Form-27"~~. I/We offer to do the work for DFCCIL, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **09 months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. **Action will be taken in accordance with bid security declaration submitted by me/us in standard format "Form-27"** without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the DFCCIL that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We have examined and have no reservations to the Bidding Documents including Addenda;
5. I/We offer to execute the Works in conformity with the Bidding Documents and

within Specified Time.

6. I/We declare and certified that neither I/We _____ (Name of Sole Proprietorship Firm/Limited Company/JV/Partnership Firm/LLP) nor any of the partner of the partnership firm/JV Firm/LLP have been blacklisted/debarred by any Ministry/Department/PSU of Govt. of India/any State from participation in tenders/contract on the date of opening of the Bids either in our individual capacity or in any firm in which we are partners. I/We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on the date of opening of the Bids either in our individual capacity or in any firm in which we are partners.

7. If our bid is accepted, we commit to submit a Performance Guarantee in accordance with the Bidding Documents;

8. If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.

9. We understand that this bid, together with your written acceptance thereof communicated through Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed.

10. All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering/changes or incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

11. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in DFCCIL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the DFCCIL shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

12. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

13. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually

agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

14. We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Seal & Signature of Tenderer(s)

Date _____

Namein the capacity of
.....Duly authorized
to sign the Bid for and on behalf of.....

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY
TENDERER ALONGWITH THE TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer)

Tender No: DFCCIL/NOIDA UNIT/Electrical/ Substation/ 2021/01

Name of Work: Supply, Erection, Testing and Commissioning of 33 kV Sub-stations, DG Set and related works for DFCCIL Integrated Office Cum Residential Complex at Sec-145, Noida.

I.....(Name and designation) appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s _____

(hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____

as per the tender No. _____
of DFCCIL/Noida Unit, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to action being taken in accordance with bid security declaration submitted by us in standard format "Form-27" besides banning of business for a period of upto five year. Further, I/we _____(name of the tenderer) and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

PRE-CONTRACT INTEGRITY PACT**GENERAL:**

This pre-bid contract Agreement (*hereinafter called the Integrity Pact*) is made on _____ day of the month of _____ 2021, between, on one hand, the DFCCIL acting through Shri _____ Designation of the officer, (*hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns*) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (*herein after called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns*) of the Second Part.

WHEREAS, the CLIENT proposes to procure (*Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services*) and the [A] is willing to offer/has offered for stores or works.

WHEREAS, the [A] is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the CLIENT to obtain the desired said (*Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services*) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

Commitments of the CLIENT:

- 1.0 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

- 1.1 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such officials(s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

3.0 Commitments of BIDDERS:

The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.
- 3.3* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to

recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation:

- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4.0 Previous Transaction:

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government

Department in India that could justify BIDDER'S exclusion from the tender process.

- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.0 Security Deposit :

- 5.1 While submitting commercial bid, the [A] shall deposit an amount _____ (to be specified in RFP) as Security Deposit, with the CLIENT through any of the following instruments:

- (i) Bank Draft or a Pay order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the BID).

- 5.2 The Security Deposit shall be valid upto a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

- 5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 5.4 No interest shall be payable by the CLIENT to the [A] on Security Deposit for the period of its currency.

6.0 Sanctions for violations:

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Security Deposit/Performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.
- (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A], the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The CLIENT will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other stature enacted for prevention of corruption.

6.3 The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the independent monitor(s) appointed for the purposes of this pact.

7.0 Fall Clause:

7.1 The [A] undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the

present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that vary price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8.0 Independent Monitors:

- 8.1 The CLIENT has appointed independent Monitors (*hereinafter referred to as Monitors*) for this Pact in Consultant with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide

necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction:

This pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CLIENT.

11.0 Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.0 Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 The parties hereby sign this Integrity Pact at _____ on _____.

CLIENT:

Name of the Officer

Designation

Deptt./Ministry/PSU

BIDDER:

CHIEF EXECUTIVE OFFICER

Witness:

1. _____

2. _____

Witness:

1. _____

2. _____

Note:

[A] To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service Provider as the case may be.

[B] To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case may be.

FORM No.27

Bid Security Declaration Form**(to be submitted on a Stamp Paper of Rs.100/- notarized by Notary Public)**

Date.....

To,
 Chief General Manager,
 Dedicated Freight Corridor Corporation of India Ltd/Noida Unit
 D-89, 1st Floor, Sector-2,
 Noida-20 1301

I/We (..... Name of Tenderer.....), the undersigned declare that:

I/We understand that, I/We have been exempted from submission of Bid Security/Earnest Money in lieu of this Bid Security Declaration.

I/We understand and accept that if I/We withdraw my/our bid within Bid Validity Period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in the tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender document, I/We i.e. the Tenderer shall be banned from submission of tender/bid in any Works/Service Tenders issued by DFCCIL/ Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

I/We further understand and accept that I/We may be banned from bidding for any Works/Service Tender with DFCCIL / Indian Railways for a period of 12 months from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified / amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Tender.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my / our Bid.

Signed: (Insert signature of person whose name and capacity are shown)
 In the capacity of (Insert legal capacity of person signing the Bid Security Declaration)

Name (Insert complete name of person signing he Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on _____ day of _____ (Insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)