

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED (DFCCIL)

E-TENDER DOCUMENT NO. HQ-OPBD0BD/1/2024 Date: 01.07.2025

(Single stage Two Packet Bidding System through E-Tendering on IREPS Portal)

Name of Work: INSURANCE POLICIES FOR ASSETS AND LIABILITIES OF DFCCIL FOR 2025-26

ADDRESS:

Office of the Group General Manager/BD&BA 3rd Floor, DFCCIL Corporate office, Sector 145, NOIDA- 201306 Uttar Pradesh

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DISCLAIMER

- 1. DFCCIL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by DFCCIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DFCCIL shall not be liable in any manner.
- 2. DFCCIL will have NO liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of DFCCIL or otherwise arising in any way from the Bidding process of the License.
- 3. The issue of this Document does not imply that DFCCIL is bound to select the Bidder or to appoint the Selected Bidder. DFCCIL reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. DFCCIL also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
- 4. DFCCIL reserves the right to change/modify/amend any or all of the provisions of this Bid Document at any stage. Such changes shall be notified to all Bidders who have bought the Bid Document at any stage. Such changes shall be notified through E-Tendering by issuing Corrigendum.
- 5. This Bid Document is not an agreement and is neither an offer nor invitation by DFCCIL to the prospective bidders or any other representatives.

SECTION I

INVITATION FOR BID (IFB)

NOTICE FOR INVITATION OF TENDERS (NIT) E-Tender Notice No. HQ-OPBD0BD/1/2024

- 1. Name of the Work: Insurance Policies for Assets and Liabilities of DFCCIL for 2025-26.
- 2. The Group General Manager (BD&BA), DFCCIL, for and on behalf of the MD/DFCCIL invites etender from General Insurance Companies (Bidders) registered with IRDAI (Insurance Regulatory Development Authority of India) as per eligibility criteria and scope of work enumerated in the tender document and as per the following details:

S. No.	Item	Description
i.	Type of Tender	Open E-Tender (Single stage Two Packet)
ii.	Period of Contract	1 year from the date of commencement
iii.	Cost of Tender Document	Nil
iv.	E-Tendering website	http://www.ireps.gov.in For any help, please contact IREPS Helpdesk at 011- 23761525
V.	Date of uploading of NIT & Bid documents (online publishing date)	On Date 01.07.2025 (Tuesday)
vi.	Date of document download (Online)	From the date of publishing of tender
vii.	Mode of communication w.r.t. Issuance of Addendum/ Corrigendum, if any	IREPS Website <u>www.ireps.gov.in</u> and DFCCIL's websites <u>www.dfccil.com</u>
viii.	Closing Date & Time for Submission of Tender	15:00 hrs on 30.07.2025
ix.	Date & Time for Opening of Tender (Technical bids -Packet A)	15:30 hrs. on 30.07.2025
		Opening date of Financial Bid (Packet-B) will be notified to the technically eligible bidders
X.	Pre-Bid Meeting	On 07.07.2025 at 11.00 Hrs [in Hybrid mode i.e. in person and Video Conference (VC)] at Room No. 512, 5th Floor, Dedicated Freight Corridor Corporation of India Ltd., Corporate office, Sector 145, NOIDA – 201306 (Uttar Pradesh). Bidders may send request on E-mail ID - nsbisht@dfcc.co.in for the link to online meeting.

Validity of offer	90 days from the date of opening of
	Technical Bid of tender.
	reciffical bid of terider.

- 3. Tenders are to be submitted online only through www.ireps.gov.in after registration on site. Bidder is required to have digital signature registered on the site.
- 4. The scope of the work is detailed in Section IV of this document for each policy.
- 5. The Bidders should go through the eligibility criteria before submitting the tender documents.
- 6. Tender duly filled-in and signed must be submitted on IREPS website by Bidder's own digital signature certificate & log-in ID registered on IREPS website on or before 15:00 Hours, 30.07.2025.
- 7. For any reason if the office is closed on scheduled date of tender opening, tender will be opened on the next working day. All the required documents including the tender document, should be uploaded in the IREPS and digitally signed, duly mentioning the details and purpose of the document viz. Eligibility Criteria, GSTIN details etc. at the time of submission of the tender. The Technical Bid shall be opened on due date and the Financial Bid will be opened after short listing of Technically eligible Bidders duly notifying the eligible Bidders.
- 8. Packet 'A' (Technical bid) will contain tender document (other than financial bid).
- 9. Packet 'B' (Financial Bid) will contain only rate schedule which will be duly filled by the bidder on IREPS. Rates and any other financial entity in any other form / letter head if attached by bidder shall render the bid invalid and shall not be considered.
- 10. **PRE-BID MEETING**: As given in Para 2(x) of this section.
- 11. DFCCIL reserves the right to decline/ accept any tender/tenders irrespective of highest or lowest rate or splitting/ re- tendering without assigning any reason. DFCCIL reserves the right to either cancel the tender or reject the tenders without assigning any reason.
- 12. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties subject to modifications, as may be mutually agreed and indicated in the Letter of Allotment for this work.

Group General Manager/BD&BA

DFCCIL

SECTION II

INSTRUCTION TO BIDDERS (ITB)

1. INTRODUCTION

Dedicated Freight Corridor Corporation of India Ltd

Ministry of Railways has launched its flagship project, the Dedicated Freight Corridors (DFCs) for construction of approximately 2900 kms of mostly double, electrified, high axle load track, with liberal space envelope, fit for running high-capacity wagons heavy haul freight trains at cruising speeds of 75 km/hr and maximum speed of 100 km/hr, between New JNPT, Mumbai and New Dadri (Western Corridor) and New Sonnagar to New Chawapail (Eastern Corridor).

Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a wholly owned subsidiary of Indian Railways, is a Schedule 'A', Special Purpose Vehicle is an independent corporate entity registered under the Companies Act, 1956. It will bring down unit cost of transportation and deliver at faster speed. The Government has empowered DFCCIL to develop, construct, operate and maintain the DFC lines for increasing the capacity of the Railways network to carry freight trains.

DFCCIL will function as an infrastructure manager offering non-discriminatory access to qualified train operators and will operate independently. To complement the efforts of DFCCIL, Indian Railways (IR) will upgrade its own feeder routes connecting to the DFC and will also procure, own, operate/run the freight trains on the DFC network. The freight revenues from the traffic run over the DFC will directly go to IR and the DFCCIL will be paid Track Access Charges for making the tracks and line capacity available to IR for the movement of trains.

The Eastern Dedicated Freight Corridor (1337 kms) has been fully commissioned, and New Dadri to New Umbergaon Road section covering 1149 kms has been commissioned on the Western Dedicated Freight Corridor, out of its total length of 1506 kms.

2. Name of the Work: Insurance Policies for Assets and Liabilities of DFCCIL for 2025-26

3. BRIEF SCOPE OF WORK:

The present work is regarding Insurance Policies to cover the Assets and Liabilities of DFCCIL for 2025-26. The detailed Scope of Work for individual insurance policy is outlined in Section IV and as per terms and conditions defined in this document.

4. PERIOD OF CONTRACT:

The contract shall be valid for a period of 01 year from the date of inception of the policy.

5. Commencement of Policy: The effective date of the policy shall be the date of issuance of Policy.

6. BID VALIDITY

As per NIT.

7. BIDDING PROCEDURE

Bidding will be conducted through e-Tendering. Single stage two Packet bid system will be adopted i.e Technical Bid and Financial Bid system for this tender. The complete tender document will be hosted on ireps.gov.in portal of IR, for viewing, downloading and participation of prospective bidders i.e General Insurance Companies. The Tender documents can be downloaded from the website - https://www.ireps.gov.in or open tender section from

DFCCIL website https://www.dfccil.com. Amendments, if any, to the tender document will be notified on the above websites as and when such amendments are issued. It is the responsibility of the bidders to download the tender documents from the website and to keep themselves abreast of such amendments before submitting the tender documents. The bidder must ensure about submission of bid alongwith all supporting documents before the closing time & date, as the IREPS will stop accepting the offer(s) after the prescribed date & time. The DFCCIL Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

8. General Instruction for tendering on IREPS:

- **8.1** All bidders must note that the mode of bidding is online hence online bids received through E-tendering portal of IR at http://www.ireps.gov.in shall only be considered as valid offer. Bidders are advised to make them well acquaint about the process for participation in online tenders on IREPS, well in advance, so as to avoid any last minute issues. However, the Help desk services are available from IREPS portal and on phone at 011 -23761525. Any bid submitted in physical form will not be entertained and shall be summarily rejected.
- **8.2** Only registered tenderer/bidders can participate on e-Tendering. With regard to the registration on IREPS, the following important points are mentioned:
 - (i) Digital Certificate:

For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer http://www.cca.gov.in).

(ii) Registration process:

Intending bidders are requested to register themselves on IREPS portal through https://www.ireps.gov.in for obtaining User ID and Password by paying Vendor registration fee and processing fee for participating in the above-mentioned tender. Vendor Manual containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in

8.3 Broad outline of activities from Bidders perspective: -

- (i) Procure a Digital Signing Certificate (DSC)
- (ii) Register on Indian Railways E-Procurement System (IREPS)
- (iii) Create Users and assign roles on IREPS
- (iv) View Notice Inviting Tender (NIT) on (IREPS)
- (v) Download Official copy of Tender Documents from IREPS.

- (vi) On receipt of any query in the event of Pre-Bid meeting, DFCCIL will upload its clarifications to the queries received from insurance companies and may also issue any addendum/ corrigendum by uploading on IREPS portal, if required.
- (vii) Bid Submission on IREPS: Prepare & arrange all documents/papers for submission of bid online.

8.4 Instructions/ Precautions during submission of Bid:

- (i) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered nonresponsive.
- (ii) Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) & appropriate action will be taken against the bidder.
- (iii) While submitting the Tender Online the Tenderer shall read the terms & conditions and accept the same in order to proceed further to submit their Tender.
- (iv) The DFCCIL Authority shall open bid documents received in electronic form at the scheduled date and time of opening of tender. Bidder or it's authorized representative may attend the bid opening process by visiting the DFCCIL office on scheduled date & time.
- (v) DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. Decision taken by DFCCIL shall be final and binding.
- (vi) Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail.

8.5 Modification / Withdrawal of bids:

- i) The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.
- ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid before submission cutoff date.

iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

8.6 Bank Account Details of DFCCIL:

Name	DFCCIL
Bank account number	468301010130814
IFSC code	UBIN0546836
Bank Name	Union Bank of India
Bank Branch	Moti Bagh
GST No.	09AACCD4768M1Z3

8.7 Insurance Consultant/Broker: DFCCIL has appointed and mandated M/s K M Dastur Reinsurance Brokers Private Limited, (KMD) as Insurance Consultant/Broker for management of the Insurance portfolio of DFCCIL including management of Insurance policies and claims settlement process. DFCCIL shall/will not pay any fees to the Insurance Consultant/Broker.

Address: 606, Sixth Floor, Antriksh Bhawan, 22, K.G.Marg, New Delhi-110001 Contact details of Insurance Consultant/Broker:

Name	Designation	E-Mail Id	Mobile
			Number
Sh.	Chief Manager	Sudhanshu.mehta@kmdastur.com	9910404733
Sudhanshu			
Mehta			
Sh.	Senior Vice	Bhupinder.singh@kmdastur.com	8800750074
Bhupinder	President		
Singh			
Sh. Atul	Executive Vice	atul@kmdastur.com	9999618162
Kumar	President		

9. PRE-BID MEETING

The bidder(s) or their designated representatives, who have downloaded the bid document, can attend the pre-bid meeting as per schedule mentioned in NIT. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

Bidders can submit their queries in writing/ Email up to the midnight of Pre-bid meeting day, addressed to:

Group General Manager/BD&BA

Room No. 312, 3rd Floor,

Dedicated Freight Corridor Corporation of India Ltd., Corporate office, Sector 145, NOIDA – 201306 (Uttar Pradesh),

Email: spverma@dfcc.co.in and or nsbisht@dfcc.co.in

Reply/ clarification to the pre-bid queries, if required, will be published on IREPS portal/ DFCCIL's website within next 05 (Five) working days. Corrigendum / addendum, if any, to the tender document, shall be published on IREPS portal/ DFCCIL's website after the pre-bid meeting.

10. GENERAL

- **10.1 Rejection of Bid:** DFCCIL is entitled to reject this Bid document/Tender document for any reason at its absolute discretion forthwith without assigning any reason.
- **10.2 Indemnity**: Bidder/s shall exclusively be liable for non-compliance of the provisions of any act, laws, rules and regulations having bearing over engagement directly or indirectly for execution of Contract. The bidder hereby undertake to indemnify DFCCIL, its employees, personnel, officers, directors and representatives against all claims, losses, costs, damages, expenses, action suits and other proceedings which may arise under various acts or statutes not herein specifically mentioned but having direct or indirect application on DFCCIL.
- **10.3 Violation of Terms :** It is clarified that DFCCIL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder(s) and its Partner(s) from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies. DFCCIL have at law or in equity, including without limitation, a right for recovery of any amounts and related costs and a right for damages.
- **10.4 Force Majeure :** DFCCIL may cancel the award without any penalty due to force majeure beyond the selected bidder's control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed.
 - Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions.
 - However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered from DFCCIL.
- **10.5** Language of Bid: The Bids and all related documents as well as all subsequent correspondence between the Bidder and the DFCCIL shall be in English language.
- 10.6 DFCCIL's right to seek further documents/ certificates/ clarifications etc.: DFCCIL reserves the right to request for any further documents/certificates/clarifications with regard to the documents submitted by the bidder and the same must be submitted within stipulated time from receipt of any such communication from DFCCIL, failing which the bidder shall be summarily disqualified.
- **10.7 Confidentiality of Information :** The Insurance Company/Bidder shall maintain strict confidentiality of all the tender information and data coming in its possession as a

result of awarding the contract. Disclosure of any part of information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract and/or legal action against the Bidder for breach of trust to claim damages apart from taking action under the appropriate Law. No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from DFCCIL.

- Pre-Integrity Pact: Prospective bidders shall require to sign Pre-Contract Integrity Pact enclosed with RFP as Form 10 and get the same endorsed from authorized official of DFCCIL. Bidder shall get the Pre-Contract Integrity Pact notarised after signing by both the parties. The notarized Pre-Contract Integrity Pact required to be uploaded on appropriate place on IREPS with the bid and original copy will be submitted to DFCCIL within seven days from the closing of bid.
- Obligations of the Parties: Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, shall only be made by written agreement between the Parties. This shall not be varied, altered, modified, canceled, changed, or in any way amended except by mutual agreement of the parties in a written instrument executed by the parties hereto, their legal representatives or their respective successors or assignees.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

- **10.10 Lead Insurer**: The techno-commercially qualified bidder with the lowest total evaluated premium amount for all insurance policies taken by DFCCIL shall be the lead insurer.
- **10.11 Cost Transparency :** Any hidden costs that may indirectly increase premium shall be avoided.

SECTION III

Conditions of Contract

1. SCOPE OF BID

The DFCCIL invites online bids for the entire work as specified in the Bid document (hereafter referred to as the Work).

The Bidding Document specifies the insurance policies for Assets and Liabilities for DFCCIL during 2025-26 as per details mentioned in this document.

All terms, conditions and specifications of the Bid document shall be construed as applicable in general, unless specifically indicated to the contrary.

Bidders shall quote in the manner as specified in the Bid document. In case, any contrary provisions expressly stated or implied anywhere else in the Bid document, DFCCIL reserves the right to evaluate and accept/reject bids at their sole discretion.

2.1 Eligibility Conditions and supporting documents:

S.no	Parameter	Supporting Document to be submitted
1	The Bidder being a General Insurance Company and must be registered with IRDAI	IRDAI registration certificate along with copy of IRDAI payment receipt towards renewal of license duly signed and stamped by authorized signatory.
2	Gross written Premium of the bidder to be above INR 4000 Crore in Average of last three 3 financial years	Annual Reports to be submitted for Financial Year 2022-23, 2023-24, 2024-25 and duly signed certificate from a Chartered Accountant certifying Gross written Premium.
3	Bidder must have Solvency ratio equal to or more than 1.5 as prescribed by IRDAI in last 3 financial years (Public Sector insurers exempted)	Solvency report duly signed and stamped by authorized signatory to be submitted based on Annual Reports for the Financial Year 2022-23, 2023-24, 2024-25 and duly signed certificate from a Chartered Accountant certifying Solvency ratio.
4	Bidder must have led in property program of at least 2 Central PSU/State PSU/ Govt. company & local Govt. bodies in last three 3 financial years (2022-23, 2023-24, 2024-25) and up to date of issuance of Insurance tender	Insurance Policies as evidence to be submitted duly signed and stamped by authorized signatory

5	Bidders shall as part of their bid, submit a written	Power of Attorney to be
	Power of Attorney authorizing the signatory of the	submitted
	bid to bind the bidder	
6	The Bidder should not be on holiday list/ blacklisted	Declaration to be
	by any government (national, state, or local	submitted by authorized
	governments), PSU, PSU-JV, government ministry	signatory
	and/ or other government entities from quoting.	

2.2 Additional Documents:

The following documents are required to be submitted by authorized signatory in addition to the documents specified in clause 2.1 of this section (in support of eligibility conditions):

- i. Copy of PAN card
- ii. Copy of GST registration no.
- iii. Power of Attorney for signing the Application. If applicable, the Power of Attorney for Lead Member of JV
- iv. In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm_______ in case of ______proprietorship firm on Non judicial stamp paper.
- v. The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- vi. Article of association and memorandum of Association in case of private/public limited company.
- vii. Copy of E.P.F. registration.
- viii. Copy of ESI Certificate.
 - ix. Memorandum of Understanding (in case of JV).

3. ONE BID PER BIDDER

Each bidder shall submit only one bid. A Bidder who submits more than one bid will be disqualified for all bids

*Bid submitted by any entity as a constituent of a JV will also be counted as separate bid.

4. COST OF BIDDING

The bidder shall bear all costs incurred & associated with the preparation and submission of the bid.

5. SITE VISIT

The bidder is advised to visit and examine the site of work and its surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing

of the bid and entering contract. The cost of visiting the site shall be at the bidder's own expense. If required, the bidder will be granted permission by the DFCCIL to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder will release and indemnify the DFCCIL from and against all liabilities in respect thereof for any loss, damage, costs, and expenses incurred as a result of the inspection.

6. CONTENTS OF BID DOCUMENTS

The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause of Instruction to Bidder (ITB):

- i. Invitation for Bid (IFB)
- ii. Instruction To Bidder (ITB)
- iii. Condition of Contract
- iv. Scope of Work (SOW)
- v. Schedule of Rates (SOR)
- vi. Forms and formats

The bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. The Bid Documents together with all its addendum/corrigendum thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid documents or submission of a bid not substantially responsive to the Bid documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. AMENDMENT OF BID DOCUMENTS

At any time prior to the bid due date, DFCCIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents, by issuing addendum/corrigendum.

Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents and shall be hosted on IREPS portal and DFCCIL website before bid due date. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder's query before submitting the bid. Bidders are advised to visit DFCCIL website/IREPS portal from time to time to get updated information/ documents.

8. DOCUMENTS CONSTITUTING THE BID

The bid prepared by the bidder shall comprise of the following components:

8.1 Techno-commercial/Un-priced Bid (Packet – A) to be furnished in original duly signed and stamped by authorized signatory and shall contain the following:

- i. Covering letter (with bid offer no. and date)- Form-1
- ii. Documents as per Eligibility Conditions as per para 2.1 of Section-III.
- iii. Bidder's General information as per format of Form 2.
- iv. Zero deviation as per Form 3.
- v. Agreed terms and conditions as per Form 4
- vi. Declaration as per Form-5
- vii. Letter of authority in favour of executives having authority as per Form 6.
- viii. Details of Claims and Relationship Manager for escalation matrix as per Form-7
- ix. EFT/ECR/RTGS/NEFT Bank Mandate Form-8
- x. Affidavit for Criminal cases and bankruptcy/insolvency Form-9
- xi. Pre-Contract Integrity Pact Form-10
- xii. List of enclosures Form 11
- xiii. Documents in support of eligibility and qualification mentioned in para 2.2 of Section-III.

8.2 Financial Bid (Packet – B)

Packet 'B' (Financial Bid) will contain only rate schedule which will be duly filled by the bidder on IREPS. Rates and any other financial entity in any other form / letter head, if attached with documents for Packet A by the bidder shall render the bid invalid and shall not be considered.

Bidders are advised to submit quotations strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations.

9. BID PRICES

- i. The Prices should be quoted in INR only.
- ii. The Bidder shall indicate the appropriate Price in the price bid format provided.
- iii. Bid quoted for part scope is liable to be rejected.
- iv. Prices quoted by the bidder shall remain firm, fixed and valid until completion of the contract and will not be subject to any variation and shall be as per tender document.
- V. Bidder shall quote the prices as per the scope of work and schedule of rates mentioned in Section V of this tender document. The quoted prices shall be exclusive of applicable taxes, which shall be payable separately by DFCCIL as per applicable tax provisions.

10. PERIOD OF VALIDITY OF BIDS

The bid shall remain valid for 90 days from the bid opening date.

In exceptional circumstances, DFCCIL may request the Bidder for an extension of the period of validity of bid. The offer of bidder(s) who agreed to extend the validity will only be processed further.

11. Late/Delayed/ Invalid Tenders:

- i. The bids received in hard copy by either before or after bidding due time / date shall be rejected.
- ii. Bids through Fax / E-mail are not acceptable.
- iii. This is a zero-deviation tender.
- iv. Non-compliance of tender terms & conditions by the bidder.
- v. Canvassing in any form will make the bid liable for rejection.
- vi. Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- vii. DFCCIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

12. AWARD CRITERIA

DFCCIL will place the order on the successful lowest bidder (L1) whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the order satisfactorily.

DFCCIL shall have full right to divide the total scope of work maximum up to 3 successful bidders as per the requirement. It will be ensured that share of business is awarded in line with the ranking of bidders in terms of submission of their techno-commercial bids. DFCCIL reserves the rights to share the business among the L1 (lowest bidder) and other successful bidder/s i.e L2 and L3 based on matching the L1 quoted price and tender document terms and conditions.

The techno-commercially qualified bidder with the lowest total evaluated premium amount for all insurance policies taken by DFCCIL shall be the lead insurer/lead insurance company. The lead insurer would share the insurance risk cover letter followed by insurance policies in the following Insurer/Co-insurer sharing pattern subject to Co-insurer/s matching with the price quote of L1 insurer and terms and conditions of tender document.

Rank	(% Share)
L-1 (Lead Insurer)	50%
L-2 (Co-Insurer)	30%
L-3 (Co-Insurer)	20%

In case the L-2 and/or L-3 bidders fail to match with the price quote of L-1, then next ranked bidder(s) i.e., L-4, L-5, L-6 bidders and so on will be asked to match their prices with the price quote of L1.

After matching of the price quote of L-1, in case there are less than 2 technocommercially acceptable bidders, the sharing pattern of the risk & premium under an insurance policy shall be as under in terms of their original inter-se ranking:

In case of techno-commercially qualified 2 bidders: in the ratio of 70:30

In case of techno-commercially qualified single bidder: 100%

In case of a tie at L1 rank, the lead insurer shall be decided based on the first date of registration of IRDAI License and in continuity and shall be ranked as L-1 and other bidder(s) in the tie shall be ranked as L-2. Similarly, in case of tie at other ranks i.e. L-2, L-3 and so on, the inter-se rank(s) among such bidders will be then reworked accordingly and will be assigned superior rank(s).

Complete Insurance Policy servicing including issuance of Insurance Policies/endorsements/claim servicing and claim settlement will be done by Lead Insurer only.

13. CORRUPT AND FRAUDULENT PRACTICES

The DFCCIL requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the DFCCIL defines, for the purposes of this provision, the terms set forth below as follows:

- "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the DFCCIL, and includes collusive practice amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DFCCIL of the benefits of free and open competition;

DFCCIL will reject a proposal for award, if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question;

DFCCIL will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the DFCCIL determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

14. DRAFT INSURANCE POLICY COPY

Within 15 days from the award of contract Lead insurer would submit draft copies of all the insurance policies to DFCCIL and M/s KM Dastur Reinsurance Pvt Ltd enabling them to read through and inform on changes/amendments to be done. Once draft version of insurance policies is agreed and approved, then the final insurance policies to be issued by lead insurance company.

15. SETTLEMENT OF DISPUTES

15.1 Mediation - In the event of any dispute, difference of opinion or claim arising out of or relating to this agreement or insurance Policy or tender documents or breach or termination, or the invalidity of a clause thereof, including disputes in payment shall firstly be attempted to be settled by mediation as per The Mediation Act 2023. On receipt of such requests from either party, all disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the contract or after its completion and whether before or after the determination of the contract, or any matter directly or indirectly connected with this contract shall, in the first place be referred to a sole mediator appointed/nominated by Managing Director of DFCCIL. The mediator shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of the contract. If the parties reach agreement on settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Contract Signing Authority, Contractor and mediator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the Mediation proceedings. The Mediation proceedings shall be terminated as per the section 24 of 'The Mediation Act, 2023 (as amended up to date). The views expressed or the suggestions made, or the admissions made by either party during mediation proceedings shall not be introduced as evidence in any arbitration proceedings. Any dispute that cannot be settled through mediation procedure shall be referred to arbitration at the discretion of either party in accordance with the procedure given in the para below

15.2. ARBITRATION

If the efforts, to resolve all or any of the disputes through mediation fail, then, any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.

The place/seat of the arbitration shall be New Delhi, India.

The Tribunal shall consist of a sole arbitrator.

The law governing the arbitration agreement shall be Indian Law.

The language of the arbitration shall be English.

15.3. Applicable Law

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made

16. PROCEDURE FOR CLAIM SETTLEMENT

The insurer will put in place such a claim procedure that is positive, prompt, transparent and targets for 'zero' pendency status. A joint meeting between Insurance Consultant/Broker, Surveyors, Underwriters and DFCCIL will be organized by DFCCIL for discussing this matter. The insurer will take a fortnightly report from the surveyor to ensure the success of the procedure and keep DFCCIL posted.

The Insurer shall immediately depute or authorize surveyor(s) from the approved panel of surveyors on receipt of claim intimation.

The surveyor shall call for all the documents in support of claim in one go and not in a piece meal manner, for expeditious settlement of claim, preferably at the time of visit or within 3 days thereafter by issuing "Letter of Requirements (LOR)".

On receipt of all query replies from DFCCIL, the surveyor shall submit his final survey report immediately to insurer.

In normal circumstances the claim must be settled by insurance company within 7 days from the date of receipt of final survey report from surveyor.

17. INSURANCE COVERAGE REPLACEMENT VALUE AND RE-INSTATEMENT/ LABOUR COST

The Sum Insured Values indicated in the Schedule of rates are at the total reinstatement cost price i.e. on replacement cost basis which includes procurement cost plus taxes, other expenses (Cost, Insurance, Freight, Excise / Custom Duty, Taxes, Handling cost till installed. Insurance Company must understand & satisfy themselves with basis of sum insured, cost of each asset before bidding itself. In the event of a loss, replacement / repair cost will be furnished by DFCCIL through Cost Certificates/purchase invoice reflecting actual cost/expenses. The claims shall be settled based on cost indicated in the Cost Certificate/purchase invoice/Fixed Asset Register-FAR maintained by DFCCIL.

DFFCIL may notify loss incidence to insurer. In case, situation demands for immediate repairs/restoration, DFFCIL at its own end will start repair and restoration/replacement work and will not wait for surveyor.

The insured will give the required document to the extent possible for settlement of claims. However, in case of non-availability of required documents Insurer will settle

the claims based on the available documents. In short, the emphasis should be on the spirit of indemnity and not on procedures.

Salvage Adjustments: As per recommendation of DFCCIL

18. ON-ACCOUNT PAYMENTS AGAINST CLAIMS

In case of claims exceeding Rs. 5 lakh, the insurer shall promptly make an on-account payment of 75% of the claimed amount within 7 working days after preliminary survey and submission of loss estimate by the Insured without waiting for completion of formalities once the claim is established. In other words, on account payment will become due on insurer prima facie on admissibility of the claim which will be worked out based on estimated value without asking for quotations etc.

The balance amount of the claim shall be settled and paid within 7 days after submission of final survey report by surveyor to insurer.

19. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.

SECTION IV

SCOPE OF WORK

1. Detailed Scope of Work

Scope under various policies will be comprehensive but not limited to details as mentioned below.

DFCCIL invites quotation from General Insurance Companies duly licensed by Insurance Regulatory Development Authority of India (IRDAI) for following insurance policies

Definition of Property-All Real and Personal Property of every kind and description belonging to the Insured owned or leased or for which the Insured is in any way responsible or may have assumed responsibility to insure including all such properties in which the Insured may acquire an interest, including but not limited to, rental income, improvements and betterments, property in the care, custody or control of the Insured including on consignment and/or officials and employer personnel effects, installation, operational and/or fire extinguishing materials and/or valuable papers and records, whilst contained in the Insured's premises as per record available with the insured.

- i) Property All Risk Policy
- ii) Electronic Equipment Policy
- iii) Portable Electronic Equipment Insurance Policy
- iv) Commercial General Liability Insurance Policy
- v) Commercial Crime Insurance Policy
- vi) Directors and Officers Liability Insurance Policy

2. Property All Risk Policy Interest Insured:

2.1 Property Damage

All real and personal property of every kind, nature and descriptions including but not limited to Building, Plants, Equipment, Motor Car, Machineries to include foundations, Spare Parts, Depot, Tunnel, Underground Equipment, including but not limited to signaling, Railway track, Stock of any kind, at premises other than premises being owned or rented temporary located or where the Insured has assumed or wishes to assume Liability or is otherwise liable therefore or has agreed to carry insurance thereon. As more particularly describe in the list declared/insured assets.

2.2 Machinery Breakdown

All kinds of Plant & Machinery, generator set including panel and alternator (genset), transformer, tools, equipment, spare parts, etc. belonging to the Insured and or on behalf of and or under care custody or control of the Insured by law or contract.

2.3 Coverage: To cover all sudden, unforeseen and accidental physical loss or damage to the property(s)/interest(s) which render it/them necessary for a repair, reinstatement or replacement.

Total Sum Insured—INR 91,094.10 Crores (Material Damage) & INR 2,773.15 Crores (Machinery Breakdown)

On Loss Limit Basis – INR 100/- Crores

2.4 Location Description:

Covering 1337 KMS on Eastern Dedicated Freight Corridor (Originating from New Sonnagar to New Chawapail and its connectivity portion with IR) and 1506 KMS on Western Dedicated Freight Corridor (Originating from New Dadri to New JNPT and its connectivity portion with IR) including and not restricted to Transmission Lines, Rail Track, Rail Track Works, Operational Control Centers (OCC Centre's), Various Office Locations, Terminals/ Terminal Buildings, Railway Bridges including RUB's/ROB's, Storage Locations, Railway Sidings, Warehouses including Custom Bonded Warehouses (if any), Public Private Warehouses (if any), Other designated operational locations, any other property, Proposed locations which may come up during the year whether owned or on leased and taken by DFCCIL.

This includes all operational and work in progress properties as per records available in book of DFCCIL.

2.5 Extensions Applicable to all sections:

- i. Cover for Stationary, Mobile and Portable equipment (Limit of INR 100 crores)
- ii. Assets under care, custody & control of the Insured to be covered
- iii. 72 hours clause
- iv. Alteration/Construction/Erection works upto 2.5% of Loss Limit
- v. Architect, Surveyor, Registered Public Accountant and Consultant Engineer Fee Clause upto 5% of Loss Limit
- vi. Automatic Addition/Deletion Clause (within 60days)
- vii. Automatic Reinstatement Clause upto 10% of Loss Limit
- viii. Broad Pair & Set Clause
- ix. Burst Pipe Endorsement
- x. Cancellation and Communication Clause (Effective in 90days from date of notice)

- xi. Capital Clause upto 5% of Loss Limit
- xii. Civil Authority Clause
- xiii. Claims Appraisement Clause (10%)
- xiv. Claim Preparation Cost upto 30% of claim amount.
- xv. Debris Removal including foreign debris clause upto 5% of Loss Limit
- xvi. Defunct Spare Clause upto 5% of loss limit
- xvii. Designation Property Clause
- xviii. Electrical Installation Clause
 - xix. EDRC Clause (Electronic Data Recognition Clause)
 - xx. Temporary Repair Clause upto 5% of Loss Limit
 - xxi. Errors & omission Clause
- xxii. Escalation Clause upto 10% of Loss Limit
- xxiii. Fire Brigade/Extinguishing Charges/Crane Hiring Charges upto INR 25 crores
- xxiv. Hazardous goods & Employees of others
- xxv. Internal Fire following Machinery Breakdown Clause
- xxvi. Loss Notification Clause (60days)
- xxvii. Mould & Fungi Endorsement
- xxviii. Nominator Adjustor Clause
- xxix. On Account of Payment Clause: 25% or more as mutually agreed
- xxx. Riots, Strikes, Malicious Damage & Civil Commotion Endorsement
- xxxi. Waiver of Subrogation
- xxxii. Cover for Conveyor Belts and chains
- xxxiii. Cover for Wires and Non-Electrical Cables
- xxxiv. Burglary including Theft
- xxxv. Accidental Damage due to any means coverage.

3. Electronic Equipment Policy:

All kind of Electronic machinery, spare parts belonging to the Insured and or on behalf of and or under care, custody & control of the Insured by law or contracts.

Sum Insured: INR 73,23,35,95,251/-

Coverage Extension	Description
Section I	Equipment's

Section II	External Data Media- Actuals and or upto INR 100 Lacs whichever is lower for each claim
Section III	Increased Cost of Working- Actuals and or upto INR 20 Lacs whichever is lower for each claim
Asset Warranty Clause	Agreed
Deductible:	
Section I	Section I I.a) For equipment other than Winchester drive with value upto Rs. 1 lakh — 5 % of claim amount subject to a minimum of INR 1, 000/- Winchester Drive- 10% of claim amount subject to minimum of INR 2500/- I.b) For Equipment other than Winchester Drive and value more than INR 1 Lakh For equipment other than Winchester drive with value up to Rs. 1 lakh — 5 % of claim amount subject to a minimum of Rs.2,500/- Winchester Drive- 25% of claim amount subject to minimum of Rs. 10000/-
Section II	Section II
	For Equipment's Value up to INR 1 Lakh- 5% of claim amount subject to minimum of Rs. 1000/-
	For Equipments with value more than INR 1 Lakh- 5% of claim amount subject to minimum of Rs. 2500/-
Section III	
	Section III

Time Excess- 2 Hours

4. Portable Electronic Equipment Insurance Policy:

All kind of Portable Electronic machinery, spare parts belonging to the Insured and or on behalf of and or under care, custody & control of the Insured by law or contracts.

Sum Insured: INR 14,30,31,655/-

Coverage Extension	Description
Asset Warranty Clause	Agreed
Electrical & Mechanical Breakdown	Covered
Worldwide Coverage	24/7
Waiver of FIR	Agreed
Final Document submission	Documents submitted by any rail authority/DFCCIL/Indian Railways/Railway Protection Force/Police/Diary Entry by Police will be considered as final document
Deductible	INR 5000 for each and every loss

5. Commercial General Liability- Third Party Liability Insurance Policy

The policy will cover property damage/Bodily Injury including death due to any incident of DFCCIL's business operations/infrastructure network/ Signaling/Transmission/commissioned and non-commissioned; in all current and future operational locations across India, and shall cover the following:

1	Form Type	Commercial General Liability Insurance Policy			
2	Policy Type	Claims Made- Duty to Defend			
3	Policy Period	12 months from the date to be agreed			
4	Limit of	General Aggregate: INR 10 Crores			
	Liability- LOI				
	(AOA:AOY::1:1				
)				
5	Deductible	General Aggregate – INR 1 Lacs for every claim			
6	Territory	India			
7	Jurisdiction	Worldwide including USA/Canada			
8	Turnover	XXXX			

9	Designated Premises	Designated Premises in Policy to cover all owned, occupied and leased premises by the Insured in India on named/unnamed basis	
10 Major		i.	Defense costs inclusive in policy limit- Full Limits
	Coverages		Advancement of Defense Cost- 50% of LOI
		iii.	Damage to Cargo and Container including Cargo Liability- Full LOI
		iv.	Liability to Custom Authorities- Full LOI
		V.	Premises/Operation cover- Full LOI
		vi.	Personal and advertising Injury- Full LOI
		vii.	Subsidiary inclusion coverage @ 25%
		viii.	Loss definition amended - To include loss due to Bodily Injury/Property Damage arising out of Professional services
		ix.	Designated Premises in Policy to cover all owned, occupied, and leased premises by the Insured in India on named/unnamed basis-Pan India Basis
		x.	Damage to Premises Rented to you- INR 1 Crore per occurrence
		xi.	Medical Expense Cover – INR 300,000 per person
		xii.	Order of Payment
		xiii.	Act of God Perils Cover- Full LOI
		xiv.	Food and Beverage including packed food Liability- Full LOI
		xv.	Coverage for Minor Civil works – repair and renovation of premises- 50% OF LOI
		xvi.	Lift/Elevator/Escalator Liability/ Good Lift/Cranes/Forklift/Earth Moving Equipment's- Full LOI
		xvii.	72 hours Sudden and accidental Pollution including Clean – up Expenses -India only coverage- 50% of LOI
		xviii.	Terrorism Legal Liability- Full LOI
		xix.	Coverage for Transportation Liability as per policy- Full LOI
		xx.	Non-owned and Hired Automobile Liability- Full LOI
		xxi.	Vicarious Liability arising out of work executed by Contractors/Sub contractors- Full LOI
		xxii.	Incidental Medical malpractice – 50% of LOI
		xxiii.	Liquor Liability Cover- 50% of LOI
		xxiv.	Non manual Visit of employees – on worldwide basis & Overseas personal liability cover under general aggregate for business and leisure trips- Full LOI

XXV.	Coverage	for	tour/promotion/sightseeing	activities	and	other
	events org	ganiz	ed by the Insured- Full LOI			

- xxvi. Coverage for liability arising out of facilities- Full LOI
- kxvii. Cross Liability- Full LOI
- xviii. Valet Parking/Parking Full LOI
- xxix. Property under Care, Custody & Control Extension Full Limit of Indemnity
- xxx. Transportation Liability extension- Full LOI
- xxxi. Additional Insured Extension wherever required by contract
- xxii. Waiver of subrogation wherever required by contract
- xxiii. Policy is non cancellable by Insurer except in case of nonpayment of premium by the Insured
- xxiv. Policy is primary and non-contributory
- xxxv. Control Group Clause (Corporate Risk Manager or equivalent)
- xxvi. Claim Series Clause- Full LOI
- kxvii. Unnamed Vendor's Liability
- xviii. Technical Collaborator Extension
- xxix. Extended claim reporting extension- 120 Days

Cover for carriage of treated effluents up to 10 km

- xl. Civil Fines and Penalties wherever insurable by law- 25% of Limit of Indemnity
- xli. Hired & Non-owned Automobile Liability
- xlii. Cover for renovation/refurbishment/alteration to existing property in excess of Erection All Risk Policy

6. Commercial Crime Insurance Policy

- **6.1 Limit of Liability: INR 50crores**
- **6.2** AOA: AOY- 1:1
- **6.3 Territory and Jurisdiction** Worldwide including USA/Canada
- 6.4 Policy Type: Claims Made Basis
- 6.5 Extensions Clause:
 - i. Defense Costs
 - ii. Employee Theft Coverage
 - iii. Premises Cover
 - iv. Transit cover

- v. Depositor's Forgery Coverage
- vi. Reconstitution Cost
- vii. Counterfeit Currency Fraud
- viii. Investigative Cost Extension
- ix. Amended Care, Custody and Control Loss of Money, security or other property of a customer.
- x. Cover for money or Securities damage, destruction, or disappearance
- xi. Legal Expenses Extension
- xii. Computer or Fund Transfer Fraud
- xiii. Automatic Coverage for New entities-25% threshold
- xiv. Advancement of Defense Cost
- xv. Cover for Criminal Damage
- xvi. Interest Receivable and Payable
- xvii. Credit card Fraud
- xviii. Cover for violent & forcible theft of property by any other person
 - xix. Social Engineering Fraud
 - xx. Contractual Penalty Extension
- xxi. Cover for Extortion
- xxii. Cover for Kidnap & Ransom
- xxiii. Court Attendance Cost- INR 50,000/- per person per day
- xxiv. No Major Shareholder Exclusion
- xxv. Non-Cancellation Clause
- xxvi. Audit Fees Extension
- xxvii. Former Employee cover- 120 Days
- xxviii. Third Party Crime
- xxix. Control Group Clause
- xxx. Psychological Support Expenses-10% of Policy Limit
- xxxi. Expectation Damages
- xxxii. Loss Payee Endorsement
- xxxiii. Employee definition to include contractual employees, interns, volunteers, and independent directors
- xxxiv. Public Relation Expenses

7. Directors and Officers Liability Insurance Policy

- 7.1 Limit of Liability: INR 50crores
- 7.2 Territory & Jurisdiction: Worldwide including USA/Canada
- 7.3 AOA: AOY: 1:1
- 7.4 Policy Type: Claims Made Basis- Duty to Defend

7.5 Extensions:

- i. Defense Costs upto policy limit
- ii. Entity EPLI (India only Cover) upto policy limit
- iii. Automatic Cover for New Subsidiaries- 25% of the gross asset size of the parent company
- iv. Investigation Costs upto policy limit
- v. Outside Directorship Coverage upto policy limit
- vi. Pollution Defence cost upto policy limit
- vii. Shareholder Derivative Costs upto policy limit
- viii. Additional limits for Non- Executive Directors (NED) upto 20% of Policy Limit per NED
- ix. Cover for Kidnap Response Costs upto 50% of policy limit
- x. Emergency Costs upto 50% of policy limit
- xi. Assets and Liberty Costs upto policy limit
- xii. Bail Bond and Civil Bond Costs upto policy limit
- xiii. Estate, Heirs & Legal Representatives upto policy limit
- xiv. Extradition Costs upto 50% of policy limit
- xv. Counselling Services Extension upto 50% of policy
- xvi. Insured vs Insured Defense Costs (Except USA / Canada) upto policy limit
- xvii. Self-Report Expenses upto 20% of policy limit
- xviii. Crisis Communication Costs/Regulatory Crisis Response Costs/ Public Relation Expenses Cover/Legal Representation Costs upto 50% of policy limit
- xix. Occupational Health and Safety Defence Costs upto policy limit
- xx. Civil Fines and penalties wherever insurable by law upto policy limit
- xxi. Insured Tax Liability upto policy limit
- xxii. Employed Lawyers Extension upto 50% of policy limit
- xxiii. Spousal Liability upto policy limit
- xxiv. FCPA UK Bribery Act upto policy limit
- xxv. Mitigation Cost Cover upto 25% of policy limit
- xxvi. Claim series Clause

xxvii. Corporate Manslaughter upto policy limit

xxviii. Insured Tax Liability upto 50% of policy limit

xxix. Non- Cancellable Clause except for non-remittance of premium

xxx. Court Attendance Fees upto per day limit - INR 50,000 per employee and INR 100,000 per director

xxxi. Interpretive Counsel Costs upto 20% of policy limit

xxxii. Insured Person Definition Amended to include member of committees, trustees/pension trustee, Advisors, Retainers, Consultants

xxxiii. Estates, Heirs & Legal Representatives upto policy limit

xxxiv. Order of Payment

xxxv. Control Group Clause

xxxvi. Full Severability

xxxvii. Advancement of Defense Cost- Within 30 days of receipt of Invoice

xxxviii. Lifetime Discovery Period for Retired and Resigned directors

xxxix. Bilateral Discovery Period upto 90days

xl. Walleresteiner Endorsement- 10% of Policy Limit

xli. Management Buyout- 90days

xlii. Late notification due to confidentiality/Extended Claim reporting clause-365days

xliii. Major Shareholder Exclusion- 25% (Non-USA/Canada)

xliv. Removal of Conduct Exclusion

xlv. Professional Indemnity exclusion with a carve back for failure to supervise

xlvi. Bodily injury / property damage exclusion with carve back for defense cost

xlvii. Policy to be primary and non-contributory

xlviii. Whistle-blower claims for retaliation

SECTION V

SCHEDULE OF RATES- Price Bid

SCHEDULE OF RATES – PRICE BID SCHEDULE (Packet- B)

Section	Policy Type	Sum Insured in INR	Premium (In INR) excluding GST
I	Property All Risk Policy	INR 100 Crores on Loss Limit Basis. Total Sum Insured- INR 91,094.10 Crores (MD) & INR 2,773.15 Crores (MBD Breakdown)	
II	Electronic Equipment Insurance	INR 73,23,35,95,251	
III	Portable Electronic Equipment Insurance Policy	INR 14,30,31,655	
IV	Commercial General Liability	INR 10 Crores	
V	Commercial Crime Insurance Policy	INR 50 Crores	
VI	Directors and Officers Liability Insurance Policy	INR 50 Crores	
	Total Premium in figures (INR)		

Total Premium in words: Rupees	Total Premium	m in words : Rupe	es	
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- Note: (i) The above financial offer will be duly filled by the bidder on IREPS. Rates and any other financial offer in any other form / letter head if attached/ uploaded by bidder shall render the bid invalid and shall not be considered.
 - (ii) The bidder shall quote single Rate for Each Schedule. The evaluation and ranking of bids will be based on the total cumulative premium quoted for all the Schedule combined, i.e, Lowest to Highest quoted Premium.
 - (iii) The quoted price shall be exclusive of all taxes, taxes shall be levied separately in accordance with prevailing tax provisions.

SEAL AND SIGNATURE OF BIDDER Authorized Signatory to only sign

SECTION VI

FORMS AND FORMATS

FORM- 1 COVERING LETTER

{Location, Date}

To.

Dedicated Freight Corridor Corporation of India Ltd., 3rd Floor, DFCCIL Corporate Office, Sector 145 Noida-201306 (UP), India

Sub: 'Insurance Policy for DFCCIL's Assets and Liability'

Dear Sir,

We, the undersigned, offer to provide our services regarding 'Insurance Policy for DFCCIL's Assets and Liability' in accordance with your Request for Proposals (RFP) dated [Insert Date] as per our Proposal. Our Proposal includes the —

- (i) Technical Proposal and
- (ii) Financial Proposal as per instructions in RFP.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and I/we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b) The Proposal shall be valid and remain binding upon us for the period of time specified in the tender document.
- c) I/ We meet the eligibility requirements as stated in para 2.1 of Section III.
- d) I/ We, along with any of the suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a blacklist/ debarment imposed by the client, or a blacklist/ debarment imposed by Ministry of Railways or other enterprises under Ministry of Railways.
- e) We are not in-eligible under the Client's country laws or official regulations.
- f) I/ We have observed all laws against fraud and corruption (including bribery) prevailing in the Client's country.
- g) Our Proposal is binding upon us.
- h) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. (Please strike out, whichever is not applicable)
 - i. I certify that I am not from such a country; or
 - ii. I am from such a country and have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and is

- eligible to be considered. Evidence of valid registration by the Competent Authority is attached."
- iii. I/We have submitted all the required documents in the prescribed format, along with our proposal, as per the checklist outlined in the RFP.I/We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment not later than the date of commencement of contract.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain, Yours sincerely,

Signature (of Insurance companies' authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative} Title: {insert title/position of authorized representative}

Name of Insurance company:

Capacity: {insert the person's capacity to sign for the Insurance company}

Address: {insert the authorized representative's address}

{insert the authorized representative's phone and fax number, if applicable} Phone/fax:

Email: {insert the authorized representative's email address}

Note – Instructions are mentioned in italicized letters which shall be deleted from the format at the time of submission of proposal.

Form 2 BIDDER'S GENERAL INFORMATION

(Information must be provided on bidder's letterhead)

То			
Bidder Name:			
Number of Years in Operatio	n:		
Address of Registered Office	:		
	City	District	
	State	PIN	
Operation Address (If different from above):			
	City	District	
	State	PIN	
Telephone Number:	(Area Code)		
Mobile Number, if any			
E-mail address:			
Website:			
Fax Number:	(Area Code)	(Telephone Number)	
ISO Certification, if any	{If yes, please furnish details}		

,				
Bank's Name :				
Bank's Branch :				
Branch Code :				
Bank account number :				
IFSC Code:				
MICR Code:				
Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd :				
If others please specify				
Details of Directors/ Proprietors/ Partners				
(Kindly attach separate sheet giving details for name of directors / proprietors and their stakes) along with the supporting documents.				
PAN No.:				
GST Registration no.				

SEAL AND SIGNATURE OF BIDDER Authorized Signatory to only sign

Note:

- 1) The above required information is required on the bidder's letterhead.
- 2) Bidders have to submit supporting documents for the above details including the following:
 - a) PAN card copy
 - b) GST certificate copy (of the same state as the office address mentioned above)
 - c) Cancelled cheque of the bank account mentioned above

Form- 3 ZERO DEVIATION FORM (On Bidder's letter head)

Name of the Bidder:

The bidder confirms that all clauses of the tender document are fully complied by the BIDDER and no deviations whatsoever to the tender terms, conditions, scope of work, schedule of rates has been taken by the bidder.

Form- 4
CHECK LIST FOR AGREED TERMS AND CONDITIONS

S.No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Price Bid as per Schedule of Rates excluding taxes,	Submitted
2.	Complete Scope of work as defined in the Bid documents	Accepted
3.	Confirmation of acceptance of bid document in Total	Confirmed
4.	Contract Validity (As per Bid document)	Accepted
5.	Terms &Conditions of Bid	Accepted
6.	Validity of bid	Accepted
7.	Statutory Compliance against tender	Accepted
8.	Price Quoted as per SOR.	Yes
9.	Forms and Format	Filled, duly signed and stamped

Name of the Bidder : M/s.

Signature :

Name :

Designation :

Date :

Form- 5 DECLARATION

(On Bidder's letter head)

To,
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
3rd Floor, DFCCIL Corporate Office, Sector 145
Noida-201306 (UP), India

We confirm that we are not under any liquidation, court receivership or similar proceedings.

We also confirm that we have not been banned / blacklisted or delisted by any government (national, state or local governments), PSU, PSU-JV, government ministry and/ or other government entities from quoting.

Form- 6 PROFORMA FOR LETTER OF AUTHORITY

No.	Date:
To, DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA 3rd Floor, DFCCIL Corporate Office, Sector 145 Noida-201306 (UP), India	A LIMITED
Sub: Bidding Document for	
Sir,	
We	hereby authorize
following representative(s) to attend the Un-priced Bi against above Bidding Document:	
1. Name & Designation	Signature
2. Name & Designation	Signature
We confirm that we shall be bound by all and whatsoeve	r our representative(s) shall commit.
Yours faithfully,	
Signature Name & Designation For and on behalf of	
<u>Note:</u> This letter of authority should be on the letterhead by a person competent and having the power of attorned	_
	SEAL AND SIGNATURE OF BIDDER Authorized Signatory to only sign

Form- 7 Details of Claim and Relationship Manager for escalation matrix

To,
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
3rd Floor, DFCCIL Corporate Office, Sector 145
Noida-201306 (UP), India

Details: Name, Mobile Number & Email address of Claims and Relationship Manager for escalation matrix

Designation	Name	Number	Email Address
Regional Claims Manager			
Claims Head of the Insurance			
Company			
Relationship Manager			
Regional Head			
Head of Corporate Business			

Form-8

Mandate Form by Bidder for EFT/ECR/RTGS/NEFT Payment

1. Firm /Person/Party's name: -
2. Address: -
3. Telephone No./Cell phone No.& Fax: -
4. E. mail: -
5. PAN: -
6. Particulars of Bank Account: -
A. Name of the Bank: -
B. Name of the branch: -
C. Address:
D. Telephone No:
E. 9-Digit code number of the bank and branch appearing on the MICR cheque issued by the bank:-
F. Type of the account (S.B /Current of Cash Credit) With code (10/11/13):
G. IFSC CODE:
H. Account number (as appearing on the cheque book):

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible.

I have understood the scheme and agree to discharge the responsibility for which

I am liable as a participant under the scheme.

SEAL AND SIGNATURE OF BIDDER Authorized Signatory to only sign

(Please attach a blank cancelled cheque or photocopy of the cheque issued by your bank for verification of the above particulars)

[Where the cheque does not carry IFSC Code, an attestation from Bank attesting the IFSC Code should be given.

Form -9 Affidavit Details of criminal cases and bankruptcy/insolvency

AFFIDAVIT

(To be submitted on non-judicial stamp paper of Rs. 100/-) (Details of criminal cases and bankruptcy/insolvency)

1. WE General Insurance Company Limited having registered office at XXXX and Corporate Office at furnishing this affidavit and solemnly affirm and state as under:
(i) That we have not been convicted in any criminal case and do not have any past criminal record.
(ii) That none of the members / partners/Directors have been convicted in any criminal case and do not have any past criminal record.
(iii) That we have not suffered bankruptcy/insolvency during the last 5 years.
(iv) That none of the members / partners/Directors have suffered bankruptcy/insolvency during the last 5 years.
VERIFICATION:
Verified at on thisday of2025, that the contents of the above affidavit are true and correct to our knowledge, no part is false and nothing material has been concealed there from. We further declare that Mr. xxxx is duly authorized to make and sign this affidavit.
Date:
Place:
Signature & Name of Deponent

Form-10 Pre-Contract Integrity Pact (To be submitted on non-judicial stamp paper of Rs. 100/-)

WHEREAS the CLIENT proposes to procure various insurance policies for DFCCIL and the bidder is willing to Offer the price for it.

WHEREAS the bidder is a private company/ public company/ Government undertaking/ partnership/ registered under Companies Act and constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions.

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 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 to secure 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. The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with, 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 bidder either for themselves or for any person, organization or third party related to, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the tender process.
 - **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 BIDDER which could afford an advantage to that bidder in comparison to other BIDDERs.

- **1.2** All the officials connected with bidding process of the CLIENT will report to the appropriate Government office of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official(s) in reported by the bidder 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 in the process.

Commitments of BIDDERS

- 3. The bidder 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 contract or in furtherance to secure it and in particular commit itself to the following:-
 - **3.1** The bidder 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 and in exchange for any advantage in the bidding, evaluation, contracting and implementation of the tender.
 - 3.2 The bidder 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 tender contract for showing or forbearing to show favor or disfavor to any person/organisation in relation to the tender contract.
 - 3.3 The bidder further confirms and declares to the CLIENT that the bidder is the original Entity/organization 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 tender contract to bidder, 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.
 - **3.4** The bidder will not collude with other parties interested in the tender contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the tender contract.
 - **3.5** The bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- **3.6** The bidder 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 bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- **3.7** The bidder commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.
- **3.8** The bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- **3.9** If the bidder or any employee of the bidder or any person acting on behalf of the bidder, 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 bidder 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.
- **3.10** The bidder 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. Previous Transaction

- **4.1** The bidder 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 from the tender process.
- **4.2** The bidder agrees that if it makes incorrect statement on this subject, bidder can be disqualified from the tender process or the contact, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- **5.1** Any breach of the aforesaid provisions by the bidder or any one employed by it or acting on its behalf, whether with or without the knowledge of the bidder 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 bidder. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the tender contract, if already signed, without giving any compensation to the bidder.

- (iii) To cancel all or any other contracts with the bidder. The bidder shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission.
- (iv) To debar the bidder from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (v) To recover all sums paid in violation of this pact by bidder to any middleman or agent or broker with a view to securing the tender contract.
- 5.2 The client will be entitled to take all or any of the actions mentioned at para 5.1(i) to (v) of this pact also on the commission by the bidder or anyone employed by it or acting on its behalf, whether with or without the knowledge of the bidder, of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- **5.3** The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the bidder shall be final and conclusive on the bidder. However, the bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Independent Monitors

- **6.1** The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- **6.2** 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.
- **6.3** The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- **6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the Tender contract and its procurement, including minutes of meetings.
- **6.5** 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
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all documentation of the CLIENT including that provided by the BIDDER. The bidder 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 bidder with confidentiality.

- **6.7** The client will provide to the Monitor sufficient information about all meetings among the parties related to the tender 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.
- **6.8** 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 proposal for correcting problematic situations.

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

8. Law and Place of Jurisdiction

This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.

9. 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.

- **10.** Validity
 - 10.1 The validity of this integrity pact shall be from date of its signing and extend upto ____ years or the complete execution of the tender contract to the satisfaction of both the CLIENT and the bidder. In case bidder is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the tender contract.
 - **10.2** 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.

CLIENT	BIDDER
Name of the officer	CHIEF EXECUTIVE OFFICER/Authorized Signatory
Designation	
Deptt./Ministry/PSU	
Witness	
1	2

11. The parties hereby sign this integrity pact at on on

Form- 11 LIST OF ENCLOSURES

To,
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
3rd Floor, DFCCIL Corporate Office, Sector 145
Noida-201306 (UP), India

Dear Sir,

We are enclosing the following documents as part of the bid:

S.No.	Documents to be submitted by the bidder	Section	Clause
1.	The Bidder being a General Insurance Company and must be registered with IRDAI	Section III	As per Clause 2.1, S.no. 1
2.	Gross written Premium of the bidder to be above INR 4000 Crore in Average of last three 3 financial years and a duly signed certificate from a Chartered Accountant certifying Gross written Premium.	Section III	As per Clause 2.1, S.no. 2
3.	Bidder must have Solvency ratio equal to or more than 1.5 as prescribed by IRDAI in last 3 financial years (Public Sector insurers exempted) and a duly signed certificate by a Chartered Accountant, certifying the Solvency Ratio.	Section III	As per Clause 2.1, S.no. 3
4.	Bidder must have led in property program of at least 2 Central PSU/State PSU/ Govt. & local Govt. bodies company in last three 3 financial years (2022-23, 2023-24, 2024-25) and up to date of issuance of Insurance tender	Section III	As per Clause 2.1, S.no. 4
5.	Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder	Section III	As per Clause 2.1, S.no. 5
6.	The Bidder should not be on holiday list/blacklisted by any government (national, state, or local governments), PSU, PSU-JV, government ministry and/or other government entities from quoting.	Section III	As per Clause 2.1, S.No. 6, and in the prescribed manner as specified in Form-6 (DECLARATIO N).

7.	Copy of PAN Card	Section III	As per Clause 2.2 (i)	
8.	Copy of GST registration no.	Section III	As per Clause	
			2.2 (ii)	
9.	Power of Attorney	Section III	As per Clause	
	,		2.2 (iii)	
10.	Affidavit (in case) of Proprietorship firm	Section III	As per Clause	
			2.2 (iv)	
11.	Copy of registered partnership deed and	Section III	As per Clause	
	registration of the firm from registrar of firm in		2.2 (v)	
	case of partnership firm			
12.	Article of Association and Memorandum of	Section III	As per Clause	
	Association		2.2 (vi)	
13.	Copy of E.P.F. registration.	Section III	As per Clause	
			2.2 (vii)	
14.	Copy of ESI Certificate	Section III	As per Clause	
			2.2 (viii)	
15.	Memorandum of Understanding (in case of JV)	Section III	As per Clause	
			2.2 (ix)	
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SEAL AND SIGNATURE OF BIDDER Authorized Signatory to only sign
