

## **E- TENDER DOCUMENT FOR**

Provision of DG set 160 kVA capacity for power backup and improvement of illumination level in park side/circulating area at DDU CGM Office Complex.



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED  
(A Government of India Undertaking)  
MINISTRY OF RAILWAY**

CGM/DDU/DFCCIL OFFICE

Manas Nagar Railway Colony, Near RPF Post,  
Pt. Deen Dayal Upadhyay Nagar,  
Chandauli, Uttar Pradesh-232101

<b>S.N</b>	<b>ITEM</b>	<b>PAGE NO.</b>
1	E- TENDER DOCUMENT	1
2	INDEX	2
3	TOP SHEET	3
4	TENDER FORM	4-5
5	NOTICE INVITING E-TENDER	6-8
6	ELIGIBILITY CRITERIA	9-10
7	INSTRUCTIONS TO TENDERER AND CONDITIONS OF TENDERING	11-18
8	SPECIAL CONDITION OF CONTRACT	19-26
9	GENERAL SPECIFICATION	27
10	TECHNICAL SPECIFICATION	28-36
11	GENERAL CONDITION OF CONTRACT	37
13	ANNEXURES	39-63
	<b>FINANCIAL OFFER</b>	64
1	SCHEDULE OF RATES	65-66
2	OFFER TO BE FILLED BY TENDERER(S) IN OFFER SHEET	67
	<b>END OF DOCUMENT</b>	68

**Total Pages: 67 ( Sixty Seven) Pages**

## TOP SHEET

**Tender No. DFC-DDU-EL-AMC-TW-T007**

**Date 16.04.2024**

**Name of work:** Provision of DG set 160 kVA capacity for power backup and improvement of illumination level in park side/circulating area at DDU CGM office complex.

**Estimated Cost of work: Rs 31,13,446.00**

(Thirty One Lacks Thirteen Thousand Four Hundred and Forty Six Rupees only)

**Bid Security Deposit: Rs 6,2300.00**

(Sixty Two Thousand Three Hundred Rupees only)

Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.

**Completion Period:** Total **03 (Three)** Months from the date of issue of letter of acceptance.

**Date of Opening:** 07.05.2024 at 15:30hrs

**DFCCIL TENDER  
FORM**

Place:.....

Date: .....

Tender No.

.....

Name of Work .....

**Chief General Manager,**

Dedicated Freight Corridor Corporation of India Limited,  
Manas Nagar Railway Colony, Near RPF Post,  
Pt. Deen Dayal Upadhyay Nagar,  
Chandauli, Uttar Pradesh-232101

1. I / We ..... have read the various conditions of tender attached hereto and agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of **45 days** from the date fixed for opening the same. I / We offer to do the work for **“Provision of DG set 160 kVA capacity for power backup and improvement of illumination level in park side/circulating area at DDU”** at the rates quoted in attached schedule and here by bind myself/ourselves to complete the work in all respects within **03 (Three) months from the date of issue of letter of acceptance of the tender.**
2. I / We also hereby agree to abide by the all the DFCCIL/Indian Railway Standard General Conditions of Contract, with all correction slip 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/Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slip up-to-date for the present contract.
3. A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited 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 Railway 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. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is

..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. 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.

Signature of Witnesses:

\_\_\_\_\_

(1) \_\_\_\_\_

Signature of Tenderer(s)

(2) \_\_\_\_\_

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_  
\_\_\_\_\_

**Dedicated Freight Corridor Corporation of India Limited  
(A Government of India Undertaking)  
MINISTRY OF DFCCIL**

**Tender No. DFC-DDU-EL-Gen-DG-T007**

**Date: .....2024**

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE INVITING E- TENDER**

1 Chief General Manager/DDU, DFCCIL, Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay Nagar, Chandauli, Uttar Pradesh-232101, invites **open E - Tenders in single packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works:

-

Tender No.	DFC-DDU-EL-Gen-DG-T007
Name of Work	Provision of DG set 160 kVA capacity for power backup and improvement of illumination level in park side/circulating area at DDU CGM office complex.
Estimated Cost of work	Rs 31,13,446.00 (Thirty One Lacks Thirteen Thousand Four Hundred and Forty Six Rupees only)
Period of Contract	Total 03 (Three) Months
Earnest Money Deposit/ Bid Security	Rs 62,300.00 (Sixty Two Thousand Three Hundred Rupees only)  Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit  Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.
Tender Document Cost	NIL
Date of Sale (Online)	From Date.23.04.2024
Issue of Corrigendum, if any	On or after Date.23.04.2024(on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> )
Date and Time of submission of tender	On or before Date. 07.05.2024 upto 15:00hrs
Date and Time of opening of tender	Date.07.05.2024 at 15:30hrs

2 **ELIGIBILITY CRITERIA**

Eligibility of the applicants shall be assessed based on the “**Eligibility Criteria**”, “**Essential Qualifying Criteria**” and “**Other Qualifying Criteria**” as given in **Notice Inviting E-Tender**.

The Tender document can be downloaded from IREPS website [www.ireps.gov.in](http://www.ireps.gov.in) and DFCCIL’s website [www.dfccil.com](http://www.dfccil.com). Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections, additions or alterations in the downloaded tender documents are made, such tender shall summarily reject.

3. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on IREPS website. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders.
4. The tender documents shall be submitted in online mode through website [www.ireps.gov.in](http://www.ireps.gov.in) in single bids only. Single offer viz. containing technical offer and financial offer along with necessary documents like scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as “**Financial offer**” to be submitted through IREPS portal. **Bids are required to be submitted only by online mode and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
5. Tenders shall be opened at **the address given below** at 15:30 hours on the same day in the presence of the tenderer(s) or their authorized representatives intending to attend the opening.

*Address of Office of the Chief General Manager/ DDU (for Opening of E- tenders):*

Chief General Manager/DDU, DFCCIL, Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay Nagar, Chandauli, Uttar Pradesh-232101.

All the Bids received shall be opened on the date and time mentioned above in the tender notice, through process of e-tendering. The sequence of opening shall be:

- i) Bid Security Deposit
  - ii) Technical offer.
  - iii) Financial offer.
6. Tender shall be submitted as per “Instructions to Tenderers” as followed on IREPS portal.

7. **Bid Security:**

- (a) Subject to exemptions provided for Bid Security, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resale 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 or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
- (c) If his tender is accepted,
  - (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022.
  - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.
8. Any tender received without Bid Security Declaration in the form as specified in tender documents shall not be considered and shall be summarily rejected.
  9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
  10. 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. The decision of DFCCIL in this regard shall be final and binding.
  11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to



their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10 of Notice Inviting Tender.

12. The validity of the offer shall be 60 days.
13. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

For and on behalf of

**Chief General Manager  
DFCCIL/DDU**

## 1.0 ELIGIBILITY CRITERIA:-

- (i) Manufacturers or reputed firms or authorized dealer of silent type DG Sets shall have valid registration in appropriate class with CPWD, MES, Railways or any Central/State Govt. Organization.
- (ii) The firm shall be working in the field of supply, installation, testing and commissioning of electrical equipment's work.
- (iii) The firm should have valid registration for GST and should have Permanent Account Number (PAN).

**A. Electrical License** – For participating in tender for an electrical nature of work, the contractor shall have to possess valid Electrical License of appropriate voltage issued by any State Government under clause 45 of compilation of rule of Indian Electricity rules 1956 or as amended from time to time. The license can be possessed with one of the partners or in his own name if sole proprietor. Firm should submit a self-attested copy of the electrical contractor license along with the offer.

### I. **System of verification of Tenderer's credentials:** -

Railway board letter no. 2017/Trans/01/Policy dated 08.02.2018, accordingly following changes have been approved by Railway board.

For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender. The system shall be applicable once it is made operational in IREPS. This system is already being followed by some of Railway/DFCCIL PSUs.

1. In all works tender documents, followings para may be added in the section describing the qualification and eligibility criteria.

“The tenderers shall submit a notarized affidavit on a non-judicial stamp stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-V. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the tender document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer

as far as his qualification for the tender is concerned”.

With the submission of the affidavit as mentioned above, the practice of verification of tenderer(s) documents by the Railway/DFCCIL may be dispensed with.

- a) The Railway/DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so be required by the Railway/DFCCIL, make available such information, evidence and documents as may be necessary for such verification. Any verification or lack of such verification, by the Railway/DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the Railway/DFCCIL thereafter.
  - b) In case any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railway/DFCCILs for 5 (five) years.
  - c) With such a system of self-certification of credentials, tender finalization should also be speed up. It has accordingly been decided that the tender validity period should be reduced to 45 days for single packet and 60 days for two packet system of tendering (in place of the present limits of 90 days and 120 days) for tenderers having affidavit-based system of credential verification.
2. The tenderers shall provide satisfactory documentary evidences acceptable to Railway/DFCCIL along with the tender to show that:
    - 2.1 They have an established technically competent and adequate staff's organization to ensure that the services required under this tender can do satisfactorily.
    - 2.2 They have sufficient equipment's; plants and machinery to meet the obligations under the contract and to complete the work contract all within the stipulated time schedule and accepted by him.
  - 3 The tenderer should submit the details of similar works done in the past.
  - 4 The tenderer should submit the attested copies of the certificates obtained from the agencies wherever the works have completed successfully. These certificates should indicate the details of installation and successful commissioning of the similar type of equipment's executed by the tenderer.
  - 5 The tenderer will submit, along with offer list of work in hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award of work.
  - 6 They have adequate financial resources to meet the obligations under the contract. They have also required to submit the report from recognized bank of financial institutions.

\*\*\*\*\*

## **PART – I**

### **CHAPTER –I**

#### **Instructions to Tenderer and Conditions of Tendering**

##### **1.1.1 General (for on line tendering system)**

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL, Delhi has decided to use the portal (<https://www.ireps.gov.in>) of a Government of India. Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

##### **1.1.2 Instructions**

###### **a. Online E-Bidding Methodology:**

Online E- Bid System – Financial bids and technical bids shall be submitted by the bidder at the same time in single Packet

###### **b. Broad outline of activities from Bidders perspective:**

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS – Query to DFCCIL (Optional) - view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS: Prepare and arrange all document/paper for submission of bid online and tender fees and EMD deposit offline.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL's Post-TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Note 1:** It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. Fin. offer tab brings up the Financial Offer Page

where the bidder can submit his rates against the schedule items included in the tender.

**Note 2:** While uploading the documents, it should be ensured that the file name should be the name of the document itself.

**c. Digital Certificates**

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 Authorities (CCA) [refer <http://www.cca.gov.in>].

**d. Registration**

The Tender document can be downloaded from the website [www.ireps.gov.in](http://www.ireps.gov.in) and to be submitted in the e-format. Cost of the Tender Document has to be submitted to DFCCIL online through IREPS portal before the scheduled date and time of submission of the tender and Bid security declaration has to be submitted otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with [www.ireps.gov.in](http://www.ireps.gov.in) for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above-mentioned tender.

- e. DFCCIL, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

**1.1.3 General (for tender)**

**1.1.3.1 Name of the Work: “ Provision of DG set 160 kVA capacity for power backup and improvement of illumination level in park side/circulating area at DDU”.**

- 1.1.3.2 “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum and Articles of Association, etc. along with original Power of Attorney of authorized

signatory”.

1.1.3.3 The work is proposed to be executed under the following relationship.

- A) **Employer**: DFCCIL address - CGM/DDU, DFCCIL, Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay Nagar, Chandauli, Uttar Pradesh-232101.
- B) **Contractor**: The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.

- 1.1.3.4 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bid/tendered”, “bidding”/“tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.
- 1.1.3.5 Scope of Work -**Provision of DG set 160 kVA capacity for power backup and improvement of illumination level in park side/circulating area at DDU CGM office complex.**  
The scope given above is only indicative. The detailed scope has been described in the tender documents.
- 1.1.3.6 Estimated cost of the work **Rs 31,13,446.00** (Thirty One Lacks Thirteen Thousand Four Hundred and Fourty Six Rupees only) including GST.
- 1.1.3.7 Tenderer(s) may carefully 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. The decision of Employer in this respect shall be final and binding.
- 1.1.3.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated.

#### **1.1.4 Cost of Bidding**

- 1.1.4.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

#### **B. The Bidding Documents**

##### **1.1.5 Content of bidding documents submitted through online mode only**

- 1.1.5.1 The bidding documents include the following:

1. Notice Inviting Tender
2. Instructions to tenderer(s)
3. Tender Form
4. Special Conditions of Contract
5. General Terms and Conditions of Contract
6. Financial bid and Bill of Quantities

- 1.1.5.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not



substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

### **1.1.6 Understanding and Amendment of Tender Documents**

**1.1.6.1** The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender documents.

**1.1.6.2** The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

**1.1.6.3** At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.

**1.1.6.4** Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

### **C. Preparation of the Bids**

#### **1.1.7 Language of Bid**

1.1.7.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

#### **1.1.8 Signing of All Bid papers and Completing Bill of Quantities**

**1.1.8.1** All the pages of the tender documents and credentials submitted by tenderer shall be digitally signed by the tenderer or his representative holding the Power of Attorney.

**1.1.8.2** The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.

**1.1.8.3** The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only. To participate in the E-

Bid submission, it is mandatory for the bidders to have user ID and password in [www.ireps.gov.in](http://www.ireps.gov.in) through IREPS portal.

### **1.1.9 Deviations**

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the

tender. Tenderers are advised not to make any corrections, additions or alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

#### **1.1.10 Bid Security Deposit (Tender Security):**

- a) The tender must be accompanied by Bid Security of Rs 6,22,69.00 (Sixty Two Thousand Two Hundred Sixty Nine Rupees only) in favor of “DFCCIL” payable as mentioned in IREPS portal.
- b) The Bid Security shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 60 days from the date of opening of tender. If the validity of the offer is extended, the validity of Bid Security should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.
- c) Only online payment will be applicable.
- d) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- e) The Bid Security of the unsuccessful tenderer(s) will 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 for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Bid Security while in their possession nor be liable to pay interest thereon.

NOTE: No interest shall be paid by DFCCIL on Bid Security amount.

#### **1.1.11 Period of validity of the tender:**

**1.1.11.1** The tender shall remain valid for the period 45 days after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

**1.1.11.2** Notwithstanding the above clause, Employer may solicit the tenderer’s consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

#### **Submission of Bids**

### **1.1.12 Deadline for submission of tender**

**1.1.12.1** The tender documents shall be submitted in online mode through website [www.ireps.gov.in](http://www.ireps.gov.in) in single bids only. Single offer viz. containing technical offer and financial offer along with necessary documents like scanned copy of EMD and scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as in “**Financial offer**” are to be uploaded. **Bids are required to be submitted only by online mode through e- tendering web site (IREPS portal) using Digital Signature class 3 for signing the documents.**

**1.1.12.2** A tender received without on-line to Employer is liable to be rejected.

**1.1.12.3** Tender document fees received after opening of the tender shall be rejected.

### **1.1.13 Withdrawal of tender**

No tender can be withdrawn after submission and during tender validity period.

**1.1.13.1** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

### **1.1.14 Submission of tender/bid:-**

**1.1.14.1** The tenders shall be submitted on or before the due date and time with all therelevant documents as mentioned -

- a) Forwarding letter of the tenderer.
- b) Documents to be submitted as per required documents
- c) Scanned copy of tender document fees.
- d) The Bill of Quantities with prices quoted as mentioned.

**1.1.14.2** Tender document fees shall be deposited in DFCCIL account and proof of transition along with transaction ID to be scanned and uploaded along with Tender document.

### **1.1.15 Bid opening and Evaluation**

**1.1.15.1 Opening of the Tender:** - Tenders will be opened on line at the address mentioned in “Notice Inviting Tender” in presence of tenderer(s) or authorized representatives of tenderer(s) who wish to attend the opening of tenders.

The sequence of opening shall be:

- i) Bid Security Deposit
- ii) Technical offer.
- iii) Financial offer.

**1.1.15.2** Tenderer(s) or their authorized representatives who are present shall sign register in evidence of their attendance.

**1.1.15.3** Tenderer's name, presence or absence of Earnest Money Deposit (EMD)/Bid Security Declaration, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

**1.1.16 Clarification of the tenders**

**1.1.16.1** To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

**1.1.17 Preliminary examination of bids**

**1.1.17.1** The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

**1.1.17.2** Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.

**1.1.17.3** Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:

- i) That affects in any substantial way the scope, quality or performance of the contract.
- ii) That limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Bidder's obligations under the contracts; or
- iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

**1.1.17.4** If a bid is not substantially responsive, it shall be rejected by the Employer.

**1.1.17.5** In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the

tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

#### **1.1.18 Evaluation and comparison of tenders**

**1.1.18.1** In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in “**Eligibility Criteria**”. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

**1.1.18.2** The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

#### **1.1.19 Canvassing**

No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

#### **1.1.20 Right to accept any tender or reject all tenders**

Employer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

**1.1.21** If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer shall deem such tender as invalid.

#### **1.1.22 Award of Contract**

**1.1.22.1** Employer shall notify the successful tenderer in writing by a Registered Letter /Courier /Speed Post/email or per bearer that his tender has been accepted.

**1.1.22.2** Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the contractor till such time the contract agreement is signed.

#### **1.1.23 Help desk for E-Tendering**

**1.1.23.1** For any difficulty in downloading and submission of tender document visit at website [www.ireps.gov.in](http://www.ireps.gov.in). Users can send their

queries to the Help desk through E-Mail. E- Mail ID of Help Desk is mentioned on the Help desk page (helpdesk.eps@cris.org.in). The reply to the query will be sent to the E-Mail ID of the user.

**1.1.23.2** Bidder manual and system requirement is available on web site [www.ireps.gov.in](http://www.ireps.gov.in) for Necessary help.

\*\*\*\*\*



**PART-I**  
**CHAPTER -**  
**II**

**SPECIAL CONDITIONS OF CONTRACT**

**1.2.1 INTRODUCTION**

Dedicated Freight Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of DFCCILs) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking construction of Eastern and Western corridors and has its corporate office at New Delhi and Field Units at various cities associated with CGM unit.

CGM/DDU unit have jurisdiction from DDU to Chirailapathu/Sonnagar with its CGM/ DDU unit at DDU.

**1.2.2 Definitions**

1.2.2.1 In the Conditions of Contract, the following terms shall have the meanings assigned here under except where the context otherwise requires:

- i) "Railway/DFCCIL" shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL/Railway/DFCCIL or of the successor. DFCCIL authorized or any other officer of DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- ii) "CHIEF GENERAL MANAGER" shall mean the officer in administrative in- charge of the project in charge of APL-1 section (DDUN – SBEN/CPBN) and shall mean and include their successors, of the successor DFCCIL.
- iii) "General Manager/DEPUTY CHIEF PROJECT MANAGER" shall mean the officer in charge of lot wise or department /S&T/Electrical/Finance wise (Engineering department) of the DFCCIL include their successors of and shall mean and the successor DFCCIL.
- iv) PROJECT MANAGER/ DEPUTY PROJECT MANAGER/ASSISTANT PROJECT MANAGER shall mean the officer department wise (Engineering /S&T/ Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of the success of DFCCIL.
- v) "TENDER or BID" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.

- vi) "TENDERER" shall mean the person/ the firm or company whether incorporated or not who tenders for the work with a view to execute the works on contract with DFCCIL and shall include their personal representatives, successors and permitted assigns.
- vii) "WORKS" shall mean the works contemplated in scope and schedules set forth in the tender forms and required to be executed according to terms and condition mentioned.
- viii) "Bill of Quantities (B.O.Q.)"/ "Schedule of Rates" means list of items of work, their quantities and rates as accepted and forming part of contract agreement.
- ix) "EMPLOYER" means the Dedicated Freight Corridor Corporation of India Limited, A Govt. of India Undertaking (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- xi) "CONTRACT" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Tender Form, and Instructions to the Tenders and other Tender Documents.
- xii) "CONTRACTOR" shall mean the person or firm, company, corporation, whether incorporated or not who enters into the contract with DFCCIL and shall include legal representatives of such individual or persons comprising such firm or company or successors of such firm or company as the case may be such individual, or firm or company.
- xiii) "ENGINEER OR ENGINEER IN CHARGE" means the Chief General Manager of DFCCIL/ DDU (Employer), or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract. "Engineers Representative" shall mean officer authorized by DFCCIL in direct charge of works.
- xv) "ACCEPTING AUTHORITY" shall mean the Chief General Manager/DDU of DFCCIL or any other officer authorized for dealing with the works for the purpose of this tender/Contract.
- xvi) Definitions mentioned in these tender documents elsewhere will be followed. In Case there is an ambiguity in any definition, the decision of CHIEF GENERAL MANAGER /DDU / DFCCIL regarding the interpretation shall be final and binding.

**1.2.3.1 SCOPE OF WORK: -**

**Provision of DG set 160 kVA capacity for power backup and improvement of illumination level in park side/circulating area at**

## **DDU ..**

### **1.2.4.1 Payment**

- (i) The payment will be made only for the quantity actually supplied, executed and certified engineer in-charge of DFCCIL .
- (ii) Payment will be made on completion of each item of work. However, payment of part quantity would be considered. Contractor shall submit their running bill for the payment after the measurement is recorded by the representative of the Engineer-in-charge in the measurement books.
- (iii) Necessary deduction for Security Deposit, TDS etc. shall be made from the bills.

### **1.2.4.2 Period of Completion:-**

The completion period of 3 Months indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

### **1.2.4.3 Power Supply**

Electric service connection of 415 V, 3 Phase, 4 Wire, 50 Hz, AC supply shall be provided by the Deptt. for installation purpose free of charge.

### **1.2.5 AGREEMENT:**

The successful tenderer shall within 14 (fourteen) days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and lodge the same with purchaser together with the conditions of contract, specification and schedule of prices referred to therein duly completed.

### **1.2.6 DEFAULT AND DELAY**

- 1.2.6.1 The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer's representative in connection with the work or contrivance the provision of the contract or the progress of work lags persistently behind the time schedule due to his neglect, the purchaser shall be at liberty to give seven (7) days' notice in writing to the contractor requiring him to make good the neglect or contravention complained and should the contractor fail to comply with requisition made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part, out of the contractor's hands without any further reference and get the work or any part thereof as the case may be completed by other agencies at expense of the contractor without prejudice to any other right or remedy of the purchaser.

- 1.2.7 **MATERIAL** - All materials, components and fittings etc. to be supplied by the contractor shall be procured from reputed suppliers/vendors/manufactures. Inspection of material to be done by authorized representative of CGM/DDU in OEM premises before dispatch. For low value item “**on site inspection**” will be done by authorized representative of CGM/DDU. Firm will provide necessary document for the inspection.
- 1.2.8 **Safety Gear**- During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. DFCCIL reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard; decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.
- 1.2.8.1 The Contractor shall be expected to initiate work immediately after receipt of “**Letter of Acceptance**”.
- 1.2.9 RATES: -**
- 1.2.9.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract. The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract taxes), duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary constructional storage, risks, overhead charges general liabilities/obligations and clearance from local authorities.
- 1.2.9.2 All statutory taxes and liabilities levied/may be levied in future by the Central and State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities’ is excluding for this tender.
- 1.2.9.3 The Work Provider will, for the purpose, aforesaid continuously monitor the Works being rendered by it to ensure that these are up to the standards required by DFCCIL.
- 1.2.9.4 The Work Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Work Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

**1.2.27 TERMINATION OF CONTRACT: -**

In case the work of the contractor is not found satisfactory, or there is a breach of any of the terms and conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of the notice as stipulated in GCC.

### **1.2.28 IMPLEMENTATION OF INTEGRITY PACT IN DFCCIL :-**

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required Performa in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract.

The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM's are to be appointed by the CVC in consultation with the CVO and are being processed separately.

A copy of pre contract integrity pact is enclosed at Annexure IX for signature of bidder as acceptance, as and when Independent External monitor is appointed.

**1.2.29 ORDER OF PRIORITY OF CONTRACT DOCUMENTS: -**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- i) The Contract Agreement.
- ii) Letter of Acceptance.
- iii) Tender Form
- iv) General Information
- v) Notice Inviting Tender (with Annexes )
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract
- viii) Annexures
- ix) Bill of Quantities (BOQ)/Schedule of Rate
- x) General Terms and Conditions of Contract

**1.2.30 JURISDICTION OF COURTS: -**

In case of any disputes/differences between contractor and DFCCIL the jurisdiction shall be of Chandauli Courts only.

1.2.31 In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief General Manager/DDU/DFCCIL, will prevail and the interpretation of CGM/ DDU will prevail.

**1.2.32 Mobilization Advance**

No mobilization advance shall be paid for this work.

\*\*\*\*\*

## PART – I

### CHAPTER- III

## GENERAL SPECIFICATION

**1.0** The specifications given hereunder relate to the Supply & installation of silent type DG Sets **160 kVA capacity for power backup and improvement of illumination level in park side/circulating area at DDU** Indian Standard Specifications.

#### **2.0** Site

The delivery shall be made at the office premises CGM/DDU/DFCCIL OFFICE, Manas Nagar Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay Nagar, Chandauli, Uttar Pradesh-232101.

#### **3.0** Scope of work

Provision of Salient type **160 kVA capacity for power backup and improvement of illumination level in park side/circulating area at DDU**

#### **4.0** Equipment :

4.1 All labours, materials, tools plants, machinery, equipments and any other things required for execution for work shall be arranged by the contractor at his own cost.

4.2 All arrangements for establishment, watch & ward of stores and security of sites, permits, license, appropriate vehicles for transportation etc. shall have to be made by the contractor at his own cost and nothing extra on this account shall be paid.

**6.0** Testing and Commissioning shall include furnishing all labour, materials, instruments etc. and incidentals necessary for complete testing of each component as per the specifications and manufacturer's recommendations. The prices also include packing charges, transportations charges and insurance as required. All necessary clearances as per the prevailing rules shall be obtained by the supplier for transportation of the Generator to the site. The packing shall be in such way as to prevent damages or deterioration in transit and final destination as mentioned in the tender. The packing should be sufficient to withstand rough handling and atmospheric condition.

**7.0** On the completion of the work, the contractor shall clear away and remove from the site all construction plants, temporary works, surplus material and rubbish of every kind and leave the site and works clean to the satisfaction of the Engineer-in-charge.

**PART – I**  
**CHAPTER- IV**

**TECHNICAL SPECIFICATIONS**

**(A) 160 KVA DG SET**

**DIESEL GENERATOR SETS:**

**GENERAL:**

The Diesel generator set shall consist of an alternator of required capacity coupled to a suitable capacity diesel engine with all accessories and controls such as starting device, lubricating arrangements, speed control, cooling arrangement, exhausting arrangement, automatic control devices, protection gear, instrument etc. as required and specified hereinafter.

**1. ALTERNATOR:**

**General:**

Alternator shall be of salient pole, brush less type, revolving field type and shall be self- excited & self-regulated. The alternator shall be of drip proof construction.

**Frame:**

Frame shall be of cast iron construction. The feet and terminal box mounting being cast integral with the frame.

**The Stator:**

The stator and rotor shall be wound with synthetic enamel coated copper wires.

**Bearing:**

The bearings shall be of heavy duty pre-lubricated cartridge design, ball or roller bearings. Single bearing alternations shall have self- aligning ball or roller bearings. The end frames of the rotor shall be removable (form stator) without disturbing the bearings.

**Ventilation:**

Axial ventilation shall be employed. A direct driven centrifugal blower shall be fitted to supply and direct adequate airflow for efficient cooling of the alternator.

**Terminals:**

Terminals shall be housed in a suitable cast iron box fixed on to the stator frame. The terminals shall have ample clearance between phases and between phases to earth and shall be readily accessible. The terminals shall be suitable for receiving at least two 3.5core 300sq. mm. aluminium conductor PVC insulated. PVC sheathed and steel armoured cables.



**Temperature Rise:**

The alternator shall be suitable for temperature rise for 50° C above ambient temperature of 45° C shall be capable of withstanding 10% overload for one hour continuously.

**Exciter Voltage Regulator:**

Exciter of static type of semiconductor may be provided. Solid state voltage regulator with all accessories and relays shall be provided for proper voltage regulation.

**Balancing:**

The alternator rotating parts shall be dynamically balanced to ensure smooth vibration free running.

**2 DIESEL ENGINE:**

**General:**

Diesel Engine shall be of heavy duty robust construction, suitable for continuous duty. Engine shall be of enclosed construction and engine case shall be made of grey iron castings. The cylinder heads shall be of cast iron and shall accommodate one suction valve. One exhaust valve (for each cylinder head) pistons shall be of cast aluminium and shall be provided with adequate number of sealing rings and scrapping rings. The big and small ends shall be fitted with bearings.

Oil service tank of 300 litres whichever, is higher such as level indicator, manhole, valve inlet and outlet, air vent, drain plug, mounting pedestal, etc.

**3 BASE:**

The DG set, that is, diesel engine, alternator, etc. shall be mounted on a steel skid base. An oil and water drain block shall be provided on the base rail.

**4 TESTING:**

**Diesel Generator Set**

The following test shall be conducted on alternator and DG set.

**Site Tests**

After the erection and wiring and earthing of DG set the following tests shall be conducted:-

- (i) Insulation resistance of the generator.
- (ii) Speed, no load voltage and full load voltage regulation.
- (iii) Frequency at no load, half load and full load
- (iv) load testing for 12 hours.

The reading shall be observed with calibrated materials. Only one meter shall be used for the test. The readings shall be properly submitted in triplicate. All consumable including fuel, lube oil etc., shall be supplied by contractor without any extra charges.

**5 Testing of Controls**

All the safety controls and protective device of the DG set shall be tested for correct calibration and operation. The results of the tests shall be tabulated and submitted in triplicate.

6 SILENCER

Specially designed low noise silencer shall be used. Silencer & engine exhaust outlet, Connected with flexible SS below.

**EQUIPMENTS SCHEDULE FOR 160 KVA DG SET**

**DIESEL GENERATOR SET**

**1.0 DIESEL ENGINE**

- a) Make : CUMMINS/ CATERPILLAR/KIRLOSKAR/EICHER  
POWER OR SIMILAR
- b) Capacity : 160 KVA
- c) Speed : 1500 rpm
- d) No. of cylinders : 6 Nos. Cylinders
- e) Accessories : Fly wheel to suite flexible coupling.

ELECTRONIC GOVERNOR SUITABLE FOR SYNCHRONISING

Lubricating gear oil pump, oil tank, oil filter and high oil pr. Relief valve, oil cooler, etc.

Fuel injection pump and fuel oil filter.

Starting motor, battery leads and stand 12/ 24 VCC leadacid batteries, battery charger (battery AH capacity shall be min. 130 AH)

Turbo charger

Air cleaner and air suction pipe

Exhaust pipe- manifold flexible

pipe. Residential silencer

Air Cooling system complete with engine driven fan (Radiator water cooled system) .

Coupling and coupling guard

- f) Controls : Automatic „stop“ device if any of the following parameters are varied beyond upper/ lower limits, with visual indication.  
Low- lube oil pressure.  
Cooling water temperature  
(High) Over- Speed  
Low coolant level.

- g) Digital Instrument Panel : Integral mounted complete with wiring and connections and connections and comprising of (for engine) :-
- Starting switch with key.
  - Lube oil temperature gauge. Water temperature gauge Lube oil pressure gauge.
  - Battery charging ammeter hour- meter
  - Hour- Meter
  - RPM indicator
  - Visual alarm to pin- point the fault on tripping.

**2. ALTERNATOR**

- Make : KEC/ STAM FORD/LS or Similar
- a) Capacity : 160 KVA
  - b) Speed : 1500 rpm
  - c) Type : Brush less. Self excited and self regulated with Aux. Winding to meet PMG performance.
  - d) Winding : Copper
  - e) Class of insulation : Class „H“
  - f) Exciter : IP- 23
  - g) Bearings : Heavy duty pre- lubricated cartridge type
  - h) Ventilation : Centrifugal fan.

## **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract 2022 of the Indian Railway/DFCCILs shall be followed with its latest correction slips and amendments issued from Indian Railway/DFCCILs.

The General Conditions of Contract 2022 of the Indian Railway/DFCCILs, along with its latest correction slips and amendments, will form part of the tender/contract documents.

In case, there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding.

Wherever there is conflict in any condition between GCC and special condition mentioned in tender documents. The condition mentioned in special condition of contract will prevail. However, DFCCIL decision in this connection shall be final and binding.

\*\*\*\*\*

# ***ANNEXURES***

**ANNEXURE-I**

**Performa for Experience Certificate. {on the letter head of the issuing department}**

M/s.....has executed the following work to this department and has completed the work successfully. The details are as under:

1. Name of work:
2. Agreement/contract number:
3. Date of start of work:
4. Date of completion of work:
5. Total value of work during the contract period (if completed):
6. In case of on-going work, please indicate the annual payment for a) F.Y. 2023-24  
b) F.Y. 2022 -23  
c) F.Y. 2021 -22

(Name and Signature of the officer with seal of the department and phone no.)

**ANNEXURE-II**

**Performa for Affidavit. {on the letterhead of the bidder}**

I \_\_\_\_\_ Proprietor/Director/Partner of the firm M/s. \_\_\_\_\_ do hereby solemnly affirm that the firm M/s. \_\_\_ has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

**Signature of  
Proprietor/Director/Part  
ner**



**Annexure-III**

**CERTIFICATION OF FAMILIARISATION**

- A.** I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- a) Topography of the Area.
  - b) Climatic condition and law and order situation in project area.
- B.** I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C.** I/We have quoted my / our rates as “Percentage above / below / at par” of costs as per Schedule of items Rates **in Offer Sheet**, taking into account all the factors given above.

**(Signature of Tenderer/s)**

**ANNEXURE –  
IV**

**SUPPLEMENTARY AGREEMENT**

Articles of Agreement made on this ..... in the year ..and between DFCCIL acting through the Chief General Manager hereinafter called as one party and ..... of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. .... dated .....for the performance of..... herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on “date last extended” and

whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to **Rs.** ..... including the final bill bearing voucher No.....dated.....

(the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be nonexistent for all purposes.

Signature of the Tenderer/s

For and on

behalf of Witness of the signatures

Witness

.....

.....

- 1.
- 2.

**ANNEXURE-V**

**AFFIDAVIT**

**FORMAT FOR AFFIDAVIT TO BE 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) \*\**

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 **E-Tender No.:** -----  
**Date**----- of (DFCCIL), 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](http://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 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 undersigned 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 forfeiture of the tender EMD besides banning of business for five years on entire IR. Further, I/we (*insert 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 EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire IR.

DEPONEN  
TSEAL AND

SIGNATURE OF THE  
TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT  
T

SEAL AND  
SIGNATURE OF  
THE TENDERER

Place  
:  
Date  
d:

**\*\*The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled insuitably by tenderer. Attestation before Magistrate/Notary Public .**

**ANNEXURE-VI**

(Guarantee –Bond offered by bank to DFCC in connection with the execution of Contracts)(SD)

**GUARANTEE BOND FORMAT**

(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called “The Employer”) having agreed to exempt\_\_\_\_\_ (hereinafter called “The said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No... dated\_\_\_\_\_made between \_\_\_\_\_and \_\_\_\_\_for\_\_\_\_\_ (hereinafter called the “The Said Agreement”) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ only), we, \_\_\_\_\_ (Indicate the name of the bank) (hereinafter referred to as “The Bank”) at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ again stany loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We \_\_\_\_\_ (indicate the name of the Bank)do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s)of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the Employer any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment hereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect

during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_ the Employer/DFCCIL certify that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.
6. We \_\_\_\_\_ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time to time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) /Supplier (s).
8. We \_\_\_\_\_, (indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of... being herewith duly authorized.

Bank Seal Signature of Bank Authorize Official with Seal

Name:.....

Designation:.....

Address:

Witness  
s:

1. Name:.....

Designation:.....  
Address:

2. Name.....  
Designation.....  
Address.....



**ANNEXURE-VII**

**Format of Bank Guarantee for Performance Security**

Bank Guarantee No. :..... Dated :.....

To,

Dedicated Freight Corridor Corporation of India Limited, Metro Station Building  
Complex  
5 Floor, Pragati Maidan, New Delhi

Acting through Chief General Manager/DDU, DFCCIL, Manas Nagar  
Railway Colony, Near RPF Post, Pt. Deen Dayal Upadhyay Nagar,  
Chandauli, Uttar Pradesh-232101

Reference: - Contract No. ...., Awarded on .....

This deed of guarantee made this day of \_\_\_\_\_ Between \_\_\_\_\_  
(Name of Bank) having registered office at \_\_\_\_\_ (hereinafter referred to as  
“Bank”) of the onepart, and Dedicated Freight Corridor Corporation of India  
Limited (hereinafter called the “Client”) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the  
contract  
no. \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called “the Contract”) to  
\_\_\_\_\_ (Name of the Firm/ Consultant) having its registered  
office at \_\_\_\_\_ (hereinafter called the Firm/ Consultant).

AND WHEREAS the Firm/ Consultant is bound by the said Contract to  
submit to the Client an irrevocable performance security guarantee bond for  
a total amount of Rs.  
\_\_\_\_\_ (Rupees Amount in words).

Now, we the undersigned (name of the Bank official), of the Bank being fully  
authorized to sign and to incur obligations for and on behalf of the Bank  
hereby declare that the said Bank will guarantee the Employer the full  
amount of Rs ----- (Rs. In words) as  
stated  
above.

After the Contractor has signed the aforesaid contract with the Employer, the  
Bank further agrees and promise to pay the amount due and payable under  
this guarantee without any demure merely on a demand from the Employer  
stating that the amount claimed is due by way of loss or damage cause to or  
would be caused or suffered by the Employer by reason of any breach by the  
said contractor of any of the terms or conditions contained in the said  
agreement or by reason of the contractor failure to perform the said  
agreement. Any such demand made on the Bank shall be conclusive as  
regards the amount due and payable by the Bank under this guarantee.  
However our liability under this guarantee shall be restricted to an amount  
not exceeding Rs ----- (in words) only.

We -----(indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The Payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We------(indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till at all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by -----

(Designation and address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Not with standing anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing, thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we ..... (name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We------(indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any forbearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change

in the constitution of Bank or of the Contractor.

The expression “The Employer”, “The Bank” and “The Contractor” hereinbefore used shall include their respective successors and assigns.

We ----- (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ---  
----- (in words).
- ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.
- iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before---  
-----

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with Seal

Name : .....  
Designation: .....  
Address :

Witness:

1. Name : .....

Designation : .....

Address : .....

2. Name . . . . .:.....

Designation :.....

Address :.....

**ANNEXURE-**  
**VIII**

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp Papers)

**AGREEMENT**

**THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between, DFCCIL , \_\_\_\_\_ (address).** (Hereinafter called “the Employer”) of the one part and \_\_\_\_\_ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. **Contract No.** \_\_\_\_\_ (Hereinafter called “the works, and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH as follows:**

- 1.0 In this Agreement, words and expressions shall have the same meaning as respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement: -
  - i) The Contract Agreement.
  - ii) Letter of Acceptance.
  - iii) Tender Form
  - iv) General Information
  - v) Notice Inviting Tender (with Annexes )
  - vi) Instructions to Tenderers
  - vii) Special Conditions of Contract
  - viii) Annexures
  - ix) Bill of Quantities (BOQ)/Schedule of Rates
  - x) General Terms and Conditions of Contract
- 3.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner

prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the Contractor in the presence of:

*Witness:*

- 1.
- 2.

(Name, Designation and address of

the authorized signatory)

Signed for and on behalf of the Employer in the presence of:

*Witness:*

- 1.
- 2.

**ANNEXURE -IX**

**PRE-CONTRACT INTEGRITY  
PACT**

**Gener  
al**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----  
-----day of the month of----- 20xx, 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 (hereinafter 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 or behalf of the President of India.

NOW, THEREFOR,

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**

1.1 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].

- 1.2 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.

- 1.3 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. In case any such preceding misconduct on the part of such official(s) in 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.

### **Commitments of BIDDERS**

3. 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 committee 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 disfavor 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 defense 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. 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 envisage hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDERS 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. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the [A] shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments: -
- i. Bank draft or a pay order in favor 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 or payment.
  - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid up to 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 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 CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

## **6. 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 earnest money deposit (in pre-contract stage) and/or 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
  - (v) 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 [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (vi) To encase the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
  - (vii) 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].
  - (viii) 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.
  - (ix) 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.
  - (x) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], they shall not be opened.
  - (xi) 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 be 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 statute 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. 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/system or sub systems way supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very 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. 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 (Names 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 proposal for correcting problematic situations.

**9. 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. 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. 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. 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.

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

CLIENT  
Name of the officer  
OFFICER Designation  
Deptt./Ministry/PSU

Witness

1.....

..

BIDDER  
CHIEF EXECUTIVE

Agency firm/Service provider as the case  
was may be

[B]- To be replaced by  
contract/supply  
contract/consultancy  
contract/works contract as the  
case was may be.

Note:

[A]- To be replaced by  
BIDDER/Seller/Consultant/Consulta

Witness

2.....

# ***FINANCIAL OFFER***

<b>SCHEDULE OF</b>					
<b>RATE</b>					
<b>Name of Work: Provision of DG set 160 kVA capacity for power backup and improvement of illumination level in park side/circulating area at DDU</b>					
.					
<b>S.No</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit rate of item</b>	<b>Amount (Rs)</b>
1	Supply of 160 kVA silent type Diesel Generating set along with having prime power rating of 16 kVA ,415 V at 1500 RPM.0.8 lagging power factor at 415 V suitable for 50 Hz ,3 Phase system & for .85 Load factor ,including AMF panel and accessories. Make – Cummins India, Kriloskar, Jaycee, Caterpillar Inc, Mahindra Powerol Ltd, Ashok Leyland Ltd.	1	Each	1945211.00	1945211.00
2	Making of foundation/Plinth for DG Set 160 KVA	20	Cum	6852.30	137046.00
3	Installation, Testing and commissioning of DG Set Capacity 160kVA at site as per requirement.	1	Each	35000.00	35000.00
4	Supply of XLPE cable of size 2x16 sqmm	850	Mtr	86.00	73100.00
5	Supply of XLPE cable of size 4x70 sqmm	100	Mtr	799.00	79900.00
6	Supply of XLPE cable of size 4x300 sqmm	150	Mtr	1680.00	252000.00
7	Digging of cable trench 450x100mm & refilling as per specification	600	Mtr	81.00	48600.00
8	Transportation, Laying, installation, terminating, testing, & commissioning of LT cable as per specification	1020	Mtr	31.00	31620.00
9	Fabrication and commissioning of copper plate earthing with following parameters: (1) Size of copper plate- 600mmx600mmx3 mm-01 (9.6 kg) (2) Size of copper strip 25x3mm+7mt (5.33 kg) (3) Charchol & common salt 10 kg (to cover the plate) (4) GI Pipe 2" dia=10'/3 mts (5) Hex Head bolt & Nut M-12x50	4	Each	8682.40	34729.60



	mm (6) Labour Charges for fabrication and commissioning of copper plate earthing.				
10	Insertion of HDPE Pipe by horizontal drilling pipe pushing method	80	Mtr	1260.00	100800.00
11	Supply, fixing, testing and commissioning of LED post top Florence product code 112362 of Bajaj luminaries Type BGCP/BGCPN 45 W LED WW with polycarbonate opal Diffuser and IP65 protection for mounting on GI pipe or similar LED post Top Florence to the product code 112362 . Make of LED post top Florence: Bajaj, Philips, Havells, C&S.	40	Each	8395.00	335800.00
12	Proving and fixing of Medium grade GI Pipe size of 50 mm dia complete with GI fittings including trenching and refilling etc for cable protection .Make :Tata, Jindal ,Bansal	120	Mtr	247.13	29655.60
13	Foundation (PCC) (a) 1:3:6 (1 cement:3 sand:6 graded stone size 40 nominal size) in which cement 220 kg per M3OPC 53 grade.	2.265	Cum	4407.72	9983.48
<b>TOTAL (In RS.)</b>					<b>3113445.69</b>

Note:- Above Rates are including GST.

<b>S.N.</b>	<b>Scope of work</b>	<b>Estimate dcost (Rs.)</b>	<b>Below/ Above / At par</b>	<b>% quoted by bidder</b>
Col.- 1	Col.-2	Col. -3	Col.-4	Col.-5
1	<b>Provision of DG set 160 kVA capacity for power backup and improvement of illumination level in park side/ circulating area at DDU</b>	3113445.68		

**Quoting of rates**

1. The above price is including of GST.
2. Tenderer is not allowed to quote for individual section(s).
3. Tenderer should offer rate in above table in % below, above and at par in figures as well as in words.
4. Tenderer must sign the following certificate.

**I/We offer and agree to execute the above work at rate uploaded online at [www.ireps.gov.in](http://www.ireps.gov.in) through digital Signature.**

**Signature of tenderer with seal**

***End of Document***

**\*\*\*\*\***