

# WORKS DIRECTORATE, CENTRAL RESERVE POLICE FORCE

Level – 3, Block-7, Sec -1, East Block, R.K.Puram, New Delhi –110066, Tel/Fax: 011-26108447

B.V(GCNDA)24-25-/MW/WksDte-C/Cell(NIT-37)

Dated, December 2024

Dy. Commandant (Engineer), Works Dte. New Delhi for and on behalf of the President of India, invites online tenders under two bid system (Technical and Financial bid) from eligible contractors for "Operation and Maintenance contract for DG sets (62.5 KVA-02 nos, 200 KVA-02 nos, and 125 KVA- 01 nos) of various capacity with main LT panels cum AMF panels at GC, CRPF Greater Noida for 12 months."

#### SCHEDULE OF TENDER

Name of Work	Operation and Maintenance contract for DG sets (62.5 KVA-02 nos, 200 KVA-02 nos, and 125 KVA-01 nos) of various capacity with main LT panels cum AMF panels at GC, CRPF Greater Noida.				
Tender Cost	Rs. 12,00,533/-				
Date of issue of tender document	As per CPP Portal				
Due date& time for submission of tender online	]				
Due date & time for submission of tender document offline*					
Date and time of opening technical bids offline* & online	]				
Issue and Opening of BOQ/ price bid	To be disclosed after completion of TE.				

<sup>\*</sup> only EMD and tender acceptance Letter on company letter head submit offline.

Dy. Commandant (Engineer), Works Dte. New Delhi invites tenders for Annual Running "Operation and Maintenance contract for DG sets (62.5 KVA-02 nos, 200 KVA-02 nos, and 125 KVA- 01 nos) of various capacity with main LT panels cum AMF panels for 12 months." at GC CRPF, GC, CRPF GREATER NOIDA, intending tenderers must read the terms and conditions carefully and submit their tenders if they consider themselves eligible and are in possession to submit all required documents online by prescribed time and date as mention above.

This NIT (tender document) can be downloaded from our website at <a href="https://crpf.gov.in/tenders.htm">https://crpf.gov.in/tenders.htm</a> and <a href="https://crpf.gov.in/eprocure/app">https://crpf.gov.in/eprocure/app</a>. No separate hard copy of this tender shall be issued Dy. Commandant (Engineer), Works Dte. New Delhi and tenderers are requested to submit Tender documents in online through <a href="https://crpf.gov.in/eprocure/app">https://crpf.gov.in/eprocure/app</a> in pdf form duly signed but EMD and tender acceptance letter (on company letter head) required in both online and offline well before the date of opening tender to avoid last minute rush.

This contract is valid for one-year period and may be extended by up to six months with the mutual consent of both parties and the contractor is responsible for Operation and Maintenance contract for DG sets (62.5 KVA-02 nos, 200 KVA-02 nos, and 125 KVA-01 nos) of various capacity with main LT panels cum AMF panels at GC, CRPF Greater Noida for 12 months."

1. Bidders are requested to submit TECHNICAL BID online at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure/app</a> in pdf form duly signed but EMD and tender acceptance letter (on company letter head) required in both online and offline and financial bid must be submitted through ONLINE at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> in pdf form duly signed. Representatives of the bidders may be present during the tender opening process. Price bids shall be opened after scrutiny of the Technical bids. Price bids will be opened only of those bidders who have successfully qualified the eligibility criteria in the Technical bid.

#### 2. EMD:-

S/No	Services	EMD amount (Rs.)
1.	Operation and Maintenance contract for DG sets (62.5	Rs. 24,011/ Original Earnest Money Deposit (EMD)
	KVA-02 nos, 200 KVA-02 nos, and 125 KVA- 01 nos) of	shall be deposited in the office of the Works Dte, Sec
	various capacity with main LT panels cum AMF panels at	-1, East Block, RK Puram, New Delhi before the due
	GC, CRPF Greater Noida for 12 months	date of submission

1.	Tender acceptance letter (In firm's letter head)
2.	Earnest Money deposit (As per schedule to tender failing which offers will be summarily rejected).
3.	Copy of GST registration certificate & PAN Card.
4.	Copy of registration of the firm/contractor with CPWD, MES, BRO, Railway and UP State PWD or All Documents required for Enlistment as specified in the latest CPWD Enlistment Rules.
5.	Copy of certificate of registration for EPFO and certificate of registration for ESIC (Declaration, if not applicable)
3.	failing which offers will be summarily rejected).
6.	Satisfactorily completed as a prime contractor at least one similar work of 80% value or two works of atleast 60%
0.	value or 3 works of atleast 40% value. (for non – enlisted contractors)
	Bidder has to submit on-line scanned copy of certificate of Work Completion certificate of similar nature work
	equal to required value during last seven years issued by not below the rank of Executive Engineer.
7.	Partnership Agreement of the firm if the firm is a partnership firm. (If no papers submitted with the bid it will be
0	assumed that the firm is a Single/Sole Proprietary and will be fully responsible if found false at later stage)
8.	Check list as per Appendix-'B' after compliance.
9.	Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five
	years or currently under execution as provided.  Bidder has to submit on-line scanned copy of an information regarding litigation, arbitration, black listing,
	debarring etc. This document must be up loaded on line duly signed by the bidder.
10.	Bidder has to submit on-line scanned copy of an affidavit duly signed stating that the near relations defined as first
10.	blood relations, and their spouses is/are not working in CRPF.
	If working, give details for the same. (a relation shall mean wife, husband, parents, grandparents, children,
	grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws)
11.	Bidder has to submit on-line scanned copy of an affidavit duly signed stating that no retired personnel in his
	employment is working who retired within last two years from CRPF.
	If employed, give details for the same.
12.	Certificate on Firm letter head in format as mentioned in <b>Annexure-I</b> of tender documents.
13.	An indemnity bond to be submitted as mentioned in Annexure-II of tender documents
14.	Non-enlisted bidders are required to submit
	(i) Net worth Certificate of Rs. 04 lakh ( <b>Proforma as Appendix-F</b> )
	OR
	Either Banker's Certificate of Rs. 12.8 lakh (proforma as Appendix-G)
	AND
	(ii) Average Annual Turnover Certificate of Rs. 12.8 lakh (Proforma as Appendix-H)
1.5	on works during the last three financial years from a Chartered Accountant.
15.	Bidder has to submit an affidavit stated that "All spare parts/materials which are to be replaced during
	repair/servicing of DG set will be genuine spare parts of OEM."

(ii) Documents to be submitted in original manually or by registered/speed post to CRPF Works Dte, Level-3, East Block – 07, RK Puram, Sector- 1, New Delhi-110066.

1.	Tender acceptance letter (On firms letter head)
2.	Earnest Money deposit
3.	Integrity Pact-Appendix-D (On firms letter head)

- 04. Following should be noted and kept in mind while submission of rate in price bid format of C.P.P Portal
  - i) Price should only be quoted as per price bid format / B.O.Q along with tender documents at e-procurement site <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>.
  - ii) The price bid in B.O.Q format / template should not be modified and replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for the tender. Bidders are allowed to enter the Bidder Name and Values only.
- 4. All the contractor is required to deposit earnest money 2% along with quotation, failing which their offers will be

summarily rejected.

- A) The earnest money can be deposited through any of the following alternative forms:
  - A TDR/FDR/DD draw in favor of DIG GC CRPF GREATER NOIDA payable at SBI COLLECTORATE COMPOUND G/NOIDA (Branch code-05106).
- B) An irrevocable Bank Guarantee of any nationalized/Scheduled Bank or reputed commercial bank .
- C) The Earnest money shall remain valid and to be deposited for a **period of 180 days** from the date tender opening. If the validity if the tender is extended, the validity of the Bank Guarantee/or any other alternate document submitted in lieu of earnest will also be suitably extended by tenderer, failing which their tender after the expiry of aforesaid period shall not be considered by the purchaser.
- D) No interest shall be payable on the earnest money deposited by the tenderer.
- E) The earnest money deposited is liable to be forfeited if the tenderer withdrawn or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- F) The earnest money of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer
- G) Earnest money deposits of all the unsuccessful tenderers will be returned as early as possible after the expiry of bid's validity, but not later than 30 days after placement of contract. Tenderers are advised to send a pre receipt challan along with their bids so that refund of earnest money can be made in time.
- H) Any tender, where the tenderer is required to deposit earnest money in terms of conditions mentioned in preceding paras, not accompanied with earnest money in any one of the approved forms acceptable to the competent authority, shall be summarily rejected.
- 6. The tenderer should quote the rates in figures as well as in the words. In case, discrepancy is found in the rates in words and figures, then the rates quoted in words shall be taken as correct.
- 7. The tender document must be filled in English. If any of the documents are missing or un-signed in price bid, the bid shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to the tenderer and the tenderer has to submit all those documents within 4 days after communicating the same, in case the tenderer fails to submit the required documents within 04 days the tender is liable to be rejected.
- 8. The bid may be rejected if any bidder proposes any deviation from the prescribed requirement. User/CLIENT reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- 9. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- 10. Before quoting, the tenderer shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and Plant (T&P) and local authority regulations / restrictions if any, conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the User/CLIENT in any circumstances.
- 11. User/CLIENT does not bind itself to accept the lowest or any tender at all. User/CLIENT also reserves the right to negotiate or partly accept any bid or all tenders received without assigning any reasons thereof.
- 12. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to office of Works Directorate, CRPF, Level-3, East Block 07, RK Puram, Sector- 1, New Delhi /Client who will review the queries and if information sought is not clearly indicated or specified, User/CLIENT will issue clarifications to all the tenderers which will become part of the Tender Document. User/CLIENT will not be responsible if the discrepancies, submissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of User/CLIENT before three working days prior to the last date of submission of the tender.
- 13. User/CLIENT also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.

# 14. Performance security deposit: -

(A) The successful contractor shall have to deposit a Performance Security equivalent to 5% of the contract valve of the work to be executed within 07 days from the date of award of contract for due performance. Failure on the

- part of the firm to deposit the Performance Security Deposit with in the stipulated time empowers with the Estate officer to cancel the contract.
- (B) The Performance Security Deposit submitted by the contractor will remain valid at least for 180 days beyond the date of completion of work as well as all contractual obligations at the supplier including guarantee/warrantee obligations.
- (C) The performance security deposit can be deposited in any of the following alternative form: -
  - (a) A FDR/DD/Drawn in favor of DIG, GC, CRPF, GREATER NOIDA payable at SBI COLLECTORATE COMPOUND G/NOIDA (Branch code-05106).
  - (b) An **irrevocable Bank Guarantee** of any nationalized/Scheduled Bank or reputed commercial bank in any other form prescribed.
  - (c) If the contractor fails to start the work within the stipulated period and places and requests for extension of time, he shall submit an undertaking on Non-Judicial stamp paper of Rs.10/- duly attested by the Notary public stating that the performance security deposit has already been extended for sixty days beyond the guarantee/warrantee period.
  - (d) The Performance Security Deposit shall be withheld or forfeited in full or part in case the work order is not executed satisfactorily within the stipulated period or requisite standard within the guarantee period is not undertaken to the best satisfaction of the user.
- 15. Validity of tender: -The tender for the work shall remain open for acceptance for a period 90 days from the last date of submission of bid. The earnest money will be forfeited without and prejudice to any right or remedy, in case the contractor withdraws his tender during the validity period.
- 16. In the count of contractor not completing the work successfully his performance security will be forfeited after issue of Notices & show cause Notice.

DIG (Engineer), Works Dte. For and on behalf of the President of India.

#### SCOPE OF WORK

- 1. The work/maintenance is to be carried out as per CPWD General Specifications/ Maintenance manual for Electrical/Mechanical Works.
- The bidder/agency which is selected after E- Tender process will have to do the operation and Maintenance works (Planned Preventive Maintenance) of DG sets with main LT panels cum AMF panel on regular monthly basis.
- 3. The job of AMC shall include operation, maintenance, upkeep and servicing of DG sets with alternators associated, AMF panel, auto guard relay and LT incoming and outgoing power supply cables.
- 4. All equipment in the DG Sets including electrical AMF panel, batteries, oil tanks, earthing connections, cooling system, LT cables should be checked up and cleaned on routine basis by the service provider.
- 5. Batteries, Diesel and Lube Oil will be supplied by the Service Provider. Spare parts upto Rs. 5,000/- of generator and LT cable will be supplied by the service provider, if required.
- 6. The break down, if any, shall be attended and rectified by the agency within 06 hours of lodging of complaints.
- 7. Consequent after defect rectification, the firm/agency shall ensure that the technician/ Operator shall certify in the logbook that "the equipment is fit for use" and that all the safety devices are working.
- 8. It shall also ensure that appropriate entries of complaints/defect rectification/preventive maintenance are made in the log book.
- 9. The agency shall always keep clean the DG Set and AMF Panel area.
- 10. All minor repair materials provided by the agency should be either BIS certified or should be certified by the agency designated for the purpose by appropriate Government.
- 11. Agency shall have deployed the own Skilled Operator/Technician for supervision of DG Set in daily basis(9Am-5Pm).
- 12 All Tools, Plants, and equipment's to carry out the E&M Work at site are to be provided by the Contractor free of cost.
- 13. If the contractor fails to carry out the assigned or entrusted work, the department shall get the work done by engaging any other agency and twice the cost incurred shall be recovered from the AMC contractor.
- 14. Monthly inspection of the entire DG Set and its panel including checking cables & connection etc. to keep a record of the same.
- 15. Service report and register must be got signed after every service by the engineer in charge designated by CRPF Organization.

#### **PAYMENT TERMS**

- 1. Quarterly bill of 25% of the contract value shall be raised by the 7<sup>th</sup>day of next month. Payment to the deployed staff shall be paid by 7<sup>th</sup> of each month without fail. Payment shall be released within 15 days of raising bill.
- No advance payment will be made under any circumstances.

# 3. Performance Guarantee

Selected company will be required to deposit Performance Guarantee @ 5% of the Work value which shall be in the form of DD/FDR/Bank Guarantee in favor DIG GC CRPF GREATER NOIDA payable at SBI COLLECTORATE COMPOUND G/NOIDA (Branch code-05106).

#### 4. INSTRUCTIONS TO TENDERERS:

The tenderers submitting their bid under this tender document are requested to strictly abide by the following instructions, failure to which may lead to rejection of tender document. The tenderers are requested to follow the below mentioned instructions: -

- i. The bids shall exactly be according to the prescribed formats. Modifications/ Rewording of formats shall not be acceptable.
- ii. All documentations are required to be in English
- iii. Unsealed tenders will not be accepted.
- iv. Tender should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the tender.
- v. Failure to comply with these conditions will result in forfeiting of the tender. Please cross out any mistakes and rewrite the same and countersign.
- vi. Incomplete tenders, amendments and additions to tender after opening and tenders submitted after due date shall liable to be ignored.
- vii. Cost involved in submitting the bids, attending the tender opening meeting, arrangements for the demonstration/presentation etc. shall be borne by the bidder.
- viii. The Competent Authority of CRPF, reserves the right to accept or reject any tender or all tenders without assigning any reason.
- ix. These instructions shall form part of the contract document.
- x. Subletting contract shall not be assigned or sublet to another party.
- xi. The contract may be terminated at any stage solely at the option of CRPF with an advance notice of one month without assigning any reason.
- xii. Before commencing the work and within a week after issue of the Work Order, the bidder shall make a security deposit as per notice and furnish the same for the proper fulfillment of the Contract and shall execute an Agreement for the work on non-judicial Stamp Paper in the format given by CRPF at the time of award of works.
- xiii. Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., all taxes (including Goods and Service Tax), duties and levies, insurance etc. no escalation of whatsoever nature shall be payable.
- xiv. Any kind of malba/scrap arising out of maintenance work will be removed by the tenderer at his own cost and risk.
- xv. The tenderer will be responsible for timely deduction and deposit of ESIC/EPF of the manpower deployed by tenderer at CRPF. The deposit challan must be submitted on demand.
- xvi. The provision of Goods and Service Tax (GST) as applicable from time will be binding on the tenderer and proof of payment of GST will be provided by the tenderer along with their bill as and when called for.
- xvii. Rates should be offered unconditionally and if rates are submitted with any condition the tender shall be rejected.
- xviii. The bidder shall be free from the encumbrance and there shall not be any vigilance case/ CBI case/ Court Case pending against him. If found indulged in any of said activities then Competent Authority of CRPF, reserves the right to accept or reject any tender or all tenders without assigning any reason.
- xix. Having ISO certification will be an added qualification.
- xx. The selected firm (s) has to provide the after-sale services to replacements etc. as required.
- xxi. Minimum man power required per day for one shift (9am-5pm).
- xxii. Attendance will be marked on day-to-day basis and recovery will be done per person per day for absenteeism.
- xxiii. Qualification for (Skilled Operator/Electrician): Minimum 3 years' experience in operational and maintenance work of DG set. Certificate of experience in similar project is essential. Qualification for skilled Operator can be checked any time by the competent authority of CRPF. Not complying of this condition can lead to rejection of contract or competent authority of CRPF can also levied fine of Rs. 500/- per day from contractor till appointment of qualified skilled operator.
- xxiv. The selection of the agency will be at the sole discretion of the CRPF who reserves its right to accept or reject any or the all proposals without assigning any reason.
- xxv. Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.

Note: Only those firms/ authorized dealers who accept and fulfil the above terms & conditions should participate in the tendering process.

#### GENERALCONDITIONS

#### a. Applicable Law: -

- i. The contract shall be interpreted in accordance with the Laws of the Union of India. Contractor shall be solely responsible for compliance of all labour laws, payment of fair wages/ salaries and allowances to his personnel that might become applicable under any new act, law or order of Government of State / Central. CRPF shall have no liability whatsoever in any manner.
- ii. Central minimum wages to be complied with The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed hereunder and other labour laws affecting contract labour that may be brought into force from time to time.
- iii. Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

#### b. Default of Contractor:

If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

**Conciliation:** In the event of any dispute, the party shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

c. Arbitration: Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which amicable settlement has not be reached shall be referred to the Sole Arbitrator to be appointed by CRPF. The work under the contract shall continue, during the Arbitration proceedings. The award of the Arbitrator shall be final, conclusive and binding on both the parties. The courts shall have the exclusive jurisdiction in any case of any dispute between the parties.

# **DETAILS OF DG SET: -**

DETAILS OF DG SET								
Sl.No	Capacity of DG set	Location	Engine No.	Make	Purchasing date/installation	<b>Present Condition</b>		
1	62.5 KVA Diesel Engine	Opposite side of Barrack no2	ENG. NO 062401/0600312	Kirloskar Engine	18-11-2006	Working		
2	62.5 KVA Diesel Engine	Near Carpenter Shop ( PF Hut )	ENG. NO 062401/0600314	Kirloskar Engine	18-11-2006	Working		
3	125 KVA Diesel Engine	Near STP-1	ENG. NO 6H3545/1200888	Kirloskar Engine	16-06-2012	Working		
4	200 KVA Diesel Engine	Near Adm Block	ENG. NO F6.3623/1300186	Kirloskar Engine	16-06-2012	Working		
5	200 KVA Diesel Engine	Near Adm Block (standby mode)	ENG. NO F6.8604/1520014	Kirloskar Engine	16-06-2012	Working		

# **CHECK LIST FOR TENDERER**

(Tenderers should check following requirements for compliance before submission of the tender documents)

Sl. No.	Requirements to be checked by the tenderer before submission of the tender	Compliance (To be indicated With "YES" after Compliance of the requirements)
1.	Whether Tenderers has submitted required Earnest Money Deposit with their bid as specified? (As per schedule to tender failing which offers will be summarily rejected).	•
2.	Whether rates have been quoted only as per price bid format / B.O.Q along with tender documents?	
3.	ether rates have been quoted inclusive of all taxes including GST (ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The EPF & ESIC contributions on the part of the employer paid by the contractor shall be reimbursed by the department to the contractor on actual basis with site of work at GC CRPF Noida (Uttar Pradesh)only on producing original receipt of EPF & ESIC paid by the contractor to Govt. organization.  may also be noted that the quoted rates are inclusive of all taxes.)	
4.	Whether copy of GST & PAN Card submitted?	
5.	Whether copy of registration of the firm/contractor with CPWD, MES, BRO, RAILWAY & UP State PWD submitted?	
6.	Whether copy of registration of certificate registration for EPFO and certificate of registration for ESIC submitted? (Failing to submit the certificates offers will be summarily rejected).	
7.	Whether agree to the Tolerance Clause of the Tender Enquiry?	
8.	Satisfactorily completed as a prime contractor at least one similar work of 80% value or two works of atleast 60% value or 3 works of atleast 40% value. (for non – enlisted contractors) Bidder has to submit on-line scanned copy of certificate of Work experience certificate of similar nature work	
9.	Non-enlisted bidders are required to submit (i) Net worth Certificate of Rs. 04 lakh (Proforma as Appendix-F) OR Either Banker's Certificate of Rs. 12.8 lakh (proforma as Appendix-G) AND	
	(ii) Average Annual Turnover Certificate of Rs. 12.8 lakh ( <b>Proforma as Appendix-H</b> ) on works during the last three financial years from a Chartered Accountant.	
10.	Tenderers should mention that Business dealing with their firms has not been banned by any Govt. / private agencies.	
11.	Tenderer should ensure to sign each page of the Tender documents with name, designation of the authorized signatory under his seal.	
12.	Tenderers should mention their address for communication with Telephone/Fax Number and e-mail address.	
13.	Whether all the Points under heading "Terms & Conditions", "Additional Conditions" and instructions are fully abided by the contractor or not?	
14.	Whether all the requisite documents as asked in tender Schedule of inviting tender notice have been submitted by the tenderer?	
15.	Whether the firm has enclosed valid documents if the firm is a partnership proprietary in nature? (If no papers submitted with the bid it will be assumed that the firm is Single/Sole Proprietary)	
16.	Whether any other relevant documents which the firms wish to submit as a part of offer?	
17.	Tender acceptance letter (On firm's letter head)	
18.	Integrity Pact-Appendix-D (On firms letter head)	
19.	Bidder has to submit an undertaking stated that "all spare parts/materials which are to be replaced during repair/servicing of DG set will be genuine spare parts of OEM."	

SIGNATURE OF THE TENDERER

# TENDER ACCEPTANCE LETTER

(To be given on company Letter Head) Date: To, **Subject:** Acceptance of Terms & Conditions of Tender. Tender Reference No: Name of Tender/Work "Operation and Maintenance contract for DG sets (62.5 KVA-02 nos, 200 KVA-02 nos, and 125 KVA- 01 nos) of various capacity with main LT panels cum AMF panels at GC, CRPF Greater Noida for 12 months." Respected Sir, I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: e-procure asper your advertisement, given in the above mentioned website(s). I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to 27 (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / In case any provisions of this tender are found violated, then your department/ organization shall without

- corrigendum(s) in its totality / entirety.
- prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

## **INTEGRITY PACT**

To,

DIG (Engineer), Works Branch, CRPF, Dte. New Delhi.

Sub: Submission of Tender for the work of......

Dear Sir, I/We acknowledge that CRPF is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CRPF. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CRPF shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

# FORM OF CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

It is to certify that as per the audited balance sheet and profit & loss	account during the financial year
, the networth of Shri/Smt/M/s	(Name &
Registered Address of individual/firm/company), is Rs after considering	g all liabilities. It is further certified
that the networth of the individual/firm/company has not eroded by more than 50%	during the last three years ending on
31st March	
Unique Document Identification Number (UDIN)	
(S	ignature of Chartered Accountant)
(N	Tame of Chartered Accountant)
М	embership No. of ICAI
Da	ate and seal

# FORM OF BANKER'S CERTIFICATE FROM A COMMERCIAL BANK

This is to certify that to the best of our knowledge and information Shri/Smt/M/s having
registered address, a customer of our bank, is/are respectable and can be treated as reliable for any
engagement upto a limit of Rs(Rupees).
This certificate is issued without any guarantee or responsibility on the Bank or any of the officers. This certificate is
issued on the request of Shri/Smt/M/S For obtaining Works tender in
CRPF in (Name of Works).
(Signature)
For the Bank

# Note:

- 1. Banker's certificates should be on the letter head of the bank, addressed to enlisting authority.
- 2. In case of partnership firm, the certificate shall include names of all partners as recorded with the bank.

# FORM OF CERTIFICATE OF ANNUAL TURNOVER ON WORKS FROM CHARTERED ACCOUNTANT

S. No.	Financial Year	Annual Turnover on Works in Rs. lakhs

Unique Document Identification Number (UDIN).....

(Signature of Chartered Accountant)

(Name of Chartered Accountant)

Membership No. of ICAI

Date and seal

## 

This 1	ntegrity A	greement is	made at		on this		day of .		20		
				B	ETWEEN						
			Presi	ident of	India repre	sented th	rough				
					-		•				
				(Nam	e of GC/U	nit)					
							/ <del></del> .				
,							., (Herein	after referi	red as th	e (Address	of
					Division)						
'Principal/Ow	ner', whic	h expression	shall unles	ss repug	nant to the	meaning	g or conte	kt hereof i	nclude i	its successo	rs and
permitted assig	ns)										
					AND						
										(Name	and
					dividual/f					`	
through								after refer	red to as	s the (Detai	ls of
			d	luly auth	orized sig	natory)	(			(=	
"Bidder/Contr	actor" an	d which ex					the mean	ng or co	ntext h	ereof inclu	ide its
successors and			pression si	ilali alli	cos repug	nunt to	ine mean	ing or co	mext in	creor mere	ide its
Preamble	permitted	assigns)									
	. Duin ain a	1 / O	. 61 4 41.	- T1	. (NIT N.					`	
WHEREAS th	3 Principa	i / Owner nas	s moated in	e i endei	(INIT INO	•••••					/D: 122
							(here	inafter ref	erred to	as "Tender	/Bid/)
and intend	s to	award,	under	laid	down	organ	izational	proced	lure	contract	for
											101
				• • • • • • • • • • • • • • • • • • • •		• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	(1 141	iic oi we	oi k	

hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### **Article 1: Commitment of the Principal/Owner**

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or

is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### **Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract

execution:

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

## **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or

terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- 2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

## **Article 4: Previous Transgression**

- 1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

## Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

#### **Article 7- Other Provisions**

- 1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2. Changes and supplements need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For ar	id on bei	nair of Principal/Owner)
 (For ar	 nd on bel	nalf of Bidder/Contractor)
WITN	ESSES:	
	1	(signature, name and address)
	2	(signature, name and address)
Place:		
Dated	:	

# **CERTIFICATE**

To.

DIG (Engineer), Works Branch, CRPF, Dte. New Delhi.

Sir,

It is certified that we have studied, understood and agreed the terms and conditions of the tender for Operation and Maintenance contract for DG sets (62.5 KVA-02 nos, 200 KVA-02 nos, and 125 KVA-01 nos) of various capacity with main LT panels cum AMF panels at GC, CRPF Greater Noida for 12 months" at CRPF Campus.

There are no hidden costs to CRPF over and above that indicated in the (Price Bid Format).

The benefit of reduction in statutory taxes/ levies, if any, arising during the term of the contract, if awarded in our favor, would be passed on to CRPF.

I / We agree to carry out the above works as detailed in the scope of work, at the quoted rates, for a period of one year or as desired by competent authority of CRPF from the date of award of work to us. Further, I/We agree to abide by all the terms and conditions of this bid.

AUTHORISED SIGNATORY WITH SEAL

Place: Date:

(Certification on firm letter head)

# (Format of Indemnity Bond) INDEMNITY BOND

By /Smt	THIS	BOND Residing at.					son of	Shri.
occupation	roprietor/Dire							and
exempted t <b>Staff/Labou</b>		ın Indemnit		•			•	her insurance Act or accident to the
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2.	Name:							
3.	Address:							

# SCHEDULE-A

S.NO	DESCRIPTION OF ITEMS	UNITS	QUANTITY
A	Operator for operation and Maintenance		
1	Operator/Skilled labour-01 no (Electrician/Mechanic) for one shift (9am -5pm) or as	Per month	12
D	per direction of Engineer-in-charge.		
<b>B</b> 2	Services and maintenance  Carrying out Services and maintenance of 02 nos DG set 62.5/63 KVA Diesel		
	engine with AMF panel of any make to ensure smooth running of DG set for 30 mins on load. Checking for abnormal sound and leakages, carry out visual inspection of all moving parts, oil levels, oil filters, fuel filters, air filters and clean them properly, rectify the minor leakages if any. Inspect alternator, stator and rotor for normal speed & proper frequency, examine battery charging with monitoring system and recording voltages, checking battery cells gravity and topping up with distilled water, checking V belts with necessary adjustment, checking and retightening of nut bolts including coupling bolts of engine and alternator, checking & cleaning of radiator and leakage testing checking of radiator & fuel supply hose pipes, checking of AVR, excitation diodes, its connections confirming proper output voltage. checking & resetting of valve tappets, Cleaning of DG set internally using blower, cleaning radiator and Submit the servicing report to engineer in charge.  Topping up new lubricating oil 15W/40 or as specified grade of approved make as per IS 13656: 2014  Topping up new glycol based coolant or as specified 50/50 with operating range from 118°C to -37°C of approved make as per direction of engineer in charge.  Supplying and erecting lub oil filter element along with sealing rings, gasket etc complete suitable for DG Set as per direction of engineer in charge.  Supplying and erecting fuel filter along with sealing rings, gasket, primary filter and water separator etc. complete suitable for DG Set as per direction of engineer in charge.  Supplying and erecting Air cleaner/Air filter element suitable for DG set as per direction of engineer in charge.  (Note:-Servicing of generators shall be done quarterly or running/completion of 500 hrs., whichever earlier or as desired by Engineer-in-charge and maintenance shall be done as and when required)	Per month	12
3	Carrying out Services and maintenance of <b>01 nos</b> <u>DG set 125 KVA Diesel engine</u> with/without AMF panel of any make to ensure smooth running of DG set for 30 mins on load. Checking for abnormal sound and leakages, carry out visual inspection of all moving parts, oil levels, oil filters, fuel filters, air filters and clean them properly, rectify the minor leakages if any. Inspect alternator, stator and rotor for normal speed & proper frequency, examine battery charging with monitoring system and recording voltages, checking battery cells gravity and topping up with distilled water, checking V belts with necessary adjustment, checking and retightening of nut bolts including coupling bolts of engine and alternator, checking & cleaning of radiator and leakage testing checking of radiator & fuel supply hose pipes, checking of AVR, excitation diodes, its connections confirming proper output voltage. checking & resetting of valve tappets, Cleaning of DG set internally using blower, cleaning radiator and Submit the servicing report to engineer in charge.  Topping up new lubricating oil 15W/40 or as specified grade of approved make as per IS 13656: 2014  Topping up new glycol based coolant or as specified 50/50 with operating range from 118°C to -37°C of approved make as per direction of engineer in charge.  Supplying and erecting lub oil filter element along with sealing rings, gasket etc complete suitable for DG Set as per direction of engineer in charge.  Supplying and erecting fuel filter along with sealing rings, gasket, primary filter and water separator etc. complete suitable for DG Set as per direction of engineer in charge.  Supplying and erecting Air cleaner/Air filter element suitable for DG set as per direction of engineer in charge.	Per month	12

	(Note - Consising of generators shall be done quarterly on marriagle and time of	<u> </u>	
	(Note:-Servicing of generators shall be done quarterly or running/completion of		
	500 hrs., whichever earlier or as desired by Engineer-in-charge and maintenance		
4	shall be done as and when required)		
4	Carrying out Services and maintenance of 02 nos DG set 200 KVA Diesel engine		
	with AMF panel of any make to ensure smooth running of DG set for 30 mins on		
	load. Checking for abnormal sound and leakages, carry out visual inspection of all		
	moving parts, oil levels, oil filters, fuel filters, air filters and clean them properly,		
	rectify the minor leakages if any. Inspect alternator, stator and rotor for normal speed		
	& proper frequency, examine battery charging with monitoring system and recording		
	voltages, checking battery cells gravity and topping up with distilled water, checking		
	V belts with necessary adjustment, checking and retightening of nut bolts including		
	coupling bolts of engine and alternator, checking & cleaning of radiator and leakage		
	testing checking of radiator & fuel supply hose pipes, checking of AVR, excitation		
	diodes, its connections confirming proper output voltage. checking & resetting of		
	valve tappets, Cleaning of DG set internally using blower, cleaning radiator and		
	Submit the servicing report to engineer in charge.		
	Topping up new lubricating oil 15W/40 or as specified grade of approved make as	Per month	12
	per IS 13656 : 2014		
	Topping up new glycol based or as specified coolant 50/50 with operating range from		
	118°C to -37°C of approved make		
	Supplying and erecting lub oil filter element along with sealing rings, gasket etc		
	complete suitable for DG Set as per direction of engineer in charge.		
	Supplying and erecting fuel filter along with sealing rings, gasket, primary filter and		
	water separator etc. complete suitable for DG Set as per direction of engineer in		
	charge.		
	Supplying and erecting Air cleaner/Air filter element suitable for DG set as per		
	direction of engineer in charge.		
	(Note:-Servicing of generators shall be done quarterly or running/completion of		
	500 hrs., whichever earlier or as desired by Engineer-in-charge and maintenance		
	shall be done as and when required)		
C	Replacement of Damaged Fittings		
5	Replacement of Fuel tank of 01 No. 200 KVA DG Set at Adm Block.	Each Job	1
6	Installation/replacement of UPS Battery system(200 KVA DG Set) at Adm Block	Each Job	1
	Electric control panel.		1
7	Body Painting of 125 KVA DG Set at STP-1.	Each Job	1
8	Replacement of Base frame of 125 KVA DG Set at STP-1.	Each Job	1

# **Important Notes:-**

- 1. Bidder may quote the rate for item. L1 will be decided based on the lowest rates quoted by bidders for total items.
- 2. AMC charges shall be inclusive of all taxes, duties, charges etc.
- 3. The contractor shall pay the personnel deployed in USER/CLIENT premises, their wages in accordance with the Minimum Wages Act, 1948 (amended time to time).

DIG (Engineer), Works Dte. For and on behalf of the President of India.