

TENDER

Name of Work: Tender for Procurement of Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen



Delhi Transport Corporation

Tender no- MD(NO)/Oxy/2021

**DELHI TRANSPORT CORPORATION
(GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI)
D.T.C HEADQUARTERS, IP ESTATE, NEW DELHI 110002
E-mail- dcgmmms1@dtc.nic.in, Telephone no. -011-23370236[ext. 224]**

Important Details along with Timeline

1	Name of the Bid	Tender for Procurement of Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen
2	Method of selection	Lowest Bid (in INR)
3	Earnest Money Deposit (EMD)	Rs. 24,00,000/-
4	Financial Bid to be submitted together with Technical Bid	Yes
5	Name of the official for addressing queries and clarifications	Sh. Vijay Kumar Bidhuri, IAS, Managing Director, Delhi Transport Corporation, D.T.C Headquarters, IP ESTATE, NEW DELHI 110002 E-mail-dcgmms1@dtc.nic.in, Telephone no. -011-23370236[ext. 224],
6	Bid Validity Period	120 days
7	Bid Language	English
8	Bid Currency	INR
9	Schedule of Bidding Process	
	Task	Key Dates
	Uploading of Tender document	15th July 2021
	Pre-bid meeting	19th July 2021 at 1130 Hrs. through Video Conferencing Google Meet joining info/Video call link: https://meet.google.com/pbp-rzoc-rht
	Last date of receiving queries in writing from prospective bidders	20th July 2021 by 1700 hrs
	Issuance of responses to queries of prospective bidders	22nd July 2021

	Bid start Date	15th July 2021
	Bid end Date & Time	5th August 2021; 1600 hrs
	Opening of Technical Bids	5th August 2021; 1630 hrs
	Opening of Financial Bids	To be communicated later
10	Performance Bank Guarantee / Performance Security	3% of the value of the work order.
11	Consortium	Not Allowed

Disclaimer

This Tender for “Procurement of Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen” contains brief information about the scope of work and selection process for the supplier. The purpose of the Document is to provide the Bidders with information to assist the formulation of their bidding documents.

While all efforts have been made to ensure the accuracy of information contained in this Tender Document, this Document does not purport to contain all the information required by the Bidders. The Bidder should conduct their own independent assessment, investigations & analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. Delhi Transport Corporation or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the Tender Document.

Delhi Transport Corporation reserves the right to change any or all conditions/ information set in this Tender Document by way of revision, deletion, updating or annulment through issuance of appropriate Addendum/corrigendum as Delhi Transport Corporation may deem fit without assigning any reason thereof.

Delhi Transport Corporation reserves the right to accept or reject any or all applications without giving any reasons thereof. Delhi Transport Corporation will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this Tender Document.

Glossary

- 1) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this Tender, from time to time issued by Delhi Transport Corporation to the prospective bidders.
- 2) **“Applicable Laws”** means all the laws including local, state, central or other laws, brought into force and in acted by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 3) **“Bank Guarantee / Performance Bank Guarantee”** means Guarantee issued by a scheduled bank in favour of M.D, DTC.
- 4) **“Bidder” or “Tenderer”** means a sole proprietorship, registered partnership firm, LLP, public limited company, private limited company, society/trust, Government entity, Public Sector Enterprise and its Successor in title and assigns which is submitting its bid pursuant to Tender Documents.
- 5) **“Bid Due Date”** means Bid Submission end date and time given in the Tender.
- 6) **“Contract”** means the Contract signed by the Parties and all the attached documents, if any
- 7) **“Consignee”** means the Department/Hospital/Corporation etc. to whom goods are required to be delivered as specified in the Contract
- 8) **“Consignee locations/storage locations”** means where the goods are required to be delivered as specified in the Contract.
- 9) **“Effective Date”** means the date of issue of LoA.
- 10) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with Tender documents to M.D, DTC.
- 11) **“Good Industry Practice”** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced Successful Bidder engaged in the same type of undertaking as envisaged under this Agreement, and would mean good project management which would be expected to result in the performance of its obligations by the Successful Bidder/Successful Bidder in accordance with this Agreement, applicable laws, applicable permits, reliability, safety, environment protection, economy and efficiency.
- 12) **“Goods”** means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant, vehicles etc. which the supplier is required to supply to the Procurement Agency/Purchaser procured by the present tender
- 13) **“Lowest Bid”** means the bid in quantitative terms (in INR) that is the least from the ones received from all the Bidders who have technically qualified.
- 14) **“Lowest Bidder”** means the Bidder who quotes the lowest bid.
- 15) **“Interest Free Security Deposit/ Performance Bank Guarantee”** means interest free amount to be deposited by the Supplier with Delhi Transport Corporation as per terms and conditions of Agreement as a security / performance guarantee against the performance of the Agreement.
- 16) **“Letter of Acceptance(LoA)”** means the formal acceptance of the bid of the successful bidder by Delhi Transport Corporation.
- 17) **“Contract” or “Agreement”** means the Agreement to be executed between Delhi Transport Corporation and the successful bidder.

- 18) **"DTC"** means Delhi Transport Corporation (or " Purchaser")
- 19) **"Notice of Award (NOA)"** means the written notice issued by Delhi Transport Corporation to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of Contract
- 20) **"Purchaser/Procurement Agency"** refers to Delhi Transport Corporation.
- 21) **"Rs. or INR"** means Indian Rupee
- 22) **"Services"** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- 23) **"Successful Bidder"** means the bidder who has been selected by Delhi Transport Corporation, pursuant to the bidding process for award of Contract.
- 24) **"Supplier"** means the individual or the firm supplying the goods and services as incorporated in the contract.
- 25) **" Similar work"** means supply of Tankers/Chassis or Both.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed there to here in above.

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1. Section I: General Introduction

1.1 Introduction to the Project

In the light of unprecedented challenges due to second wave of COVID – 19 pandemic, Government of NCT of Delhi through Delhi Transport Corporation is inviting tender from qualified manufacturers and suppliers of repute to procure Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen mounted on chassis. The detailed technical description of tankers, its sizes, number of units required and specification of Chassis together with one year warranty and Maintenance as per Rule 169 of GFR, 2017 is provided in scope of work of this tender document.

1.2 Brief description of the selection process

- a. DTC invites technical eligibility and financial Bids from Bidders to supply goods and provide services as set forth in this Bid.
- b. DTC intends to select the Bidder through an open bidding process in accordance with the procedure set out herein.
- c. The Financial Bid of only technically qualified Bidders shall be opened.

2. Section II: Instructions to Bidders

A. General instructions

2.1 Number of Proposals and respondents

- I. No Bidder or its Associate shall submit more than one Proposal, in response to this Tender. A Bidder applying individually or as an Associate shall not be entitled to submit another Proposal.

2.2 Right to accept and reject any or all the Proposals

- I. Notwithstanding anything contained in this e-Bid, DTC reserves the right to accept or reject any Bid and to annul the selection process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- II. DTC reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by DTC, the supplemental information sought by DTC for evaluation of the e-Bid.
- III. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest-ranking Bidder gets disqualified / rejected, then the DTC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of DTC, including annulment of the Selection Process.

2.3 Acknowledgement by Bidder

- I. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- II. It would be deemed that by submitting the Proposal, the Bidder has:
 - a. Made a complete and careful examination and accepted the Tender Document in total;

- b. Received all relevant information requested from DTC and:
 - c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bid or furnished by or on behalf of DTC;
 - d. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
 - e. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
 - i. Type of Project
 - ii. Existing data or any relevant information;
 - iii. All other matters that might affect the Bidder's performance under the terms of this Tender Document.
- III. DTC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.4 Availability of Bid Document

This Bid document is available on the website <https://govtprocurement.delhi.gov.in//> or on DTC website <http://dtc.nic.in/home/delhi-transport-corporation-dtc> to enable the Bidders to view, download the bid document and submit bids online up to the last date and time mentioned in bidder notice/ bid document.

2.5 Amendment of e-bid Document

- I. At any time prior to the deadline for submission of bid, DTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by amendments. Such amendments shall be uploaded on the e-procurement website <https://govtprocurement.delhi.gov.in//> or on DTC website <http://dtc.nic.in/home/delhi-transport-corporation-dtc>. The relevant clauses of the bid document shall be treated as amended accordingly.
- II. It shall be the sole responsibility of the prospective Bidder to check the website <https://govtprocurement.delhi.gov.in//> or on DTC website <http://dtc.nic.in/home/delhi-transport-corporation-dtc>.
- III. From time to time for any amendment in the bid documents. In case of failure to get the amendments, if any, DTC shall not be responsible for it.

To allow prospective bids a reasonable time to take the amendment into account in preparing their bids, DTC, at the discretion, may extend the deadline for the submission of bids. Such extensions shall be uploaded on the e-procurement website <https://govtprocurement.delhi.gov.in//> or on DTC website <http://dtc.nic.in/home/delhi-transport-corporation-dtc>.

2.6 Clarifications of e-bid

- I. During evaluation of e-bid, DTC may, at its discretion, ask the Bidder for a clarification of his/her e- bid. The request for clarification shall be in writing.
- II. Any queries or request for additional information concerning this Tender shall be submitted in writing or by e-mail to as indicated in schedule of Bidding Process.

B. Preparation and Submission of Proposals

2.7 Language and currency

- I. The e-bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the e-bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the e-bid, the English language translation shall prevail. 11
- II. The currency for the purpose of the e-bid shall be the Indian Rupee(INR).

2.8 E-bid validity period and extension

- I. e-Bid shall remain valid for 120 days after the date of e-Bid opening prescribed by DTC. An e-Bid valid for a shorter period shall be rejected by DTC as non-responsive.
- II. In exceptional circumstances, DTC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

2.9 Correspondence with the Bidder

- I. Save and except as provided in this e-Bid, DTC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- II. Subject to Clause 3.3, no Bidders or its Technical Partners shall contact DTC on any matter relating to his e-Bid from the time of Bid opening to the time Contract is awarded.
- III. Any effort by the Bidder or by its Technical Partners to influence DTC in the Bid evaluation, Bid comparison or contract award decisions, may result in rejection of his Bid.

2.10 Format and Signing of Proposals/Bids

- I. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- II. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid.
- III. Bidders should provide all the information as per the Tender and in the specified formats. DTC reserves the rights to reject any proposal that is not in the specified formats.
- IV. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.11 Deadline for submission of e-bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <https://govtprocurement.delhi.gov.in/> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). DTC may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of DTC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Submission of e-bid

- I. The bid submission module of e-procurement website <https://govtprocurement.delhi.gov.in/> enables the Bidders to submit the e-Bid online in response to this e-Bid published by DTC.
- II. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- III. The Bidder should submit their e-Bid considering the server time displayed in the e- procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.

- IV. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

2.13 Late bid

- I. Bids received by DTC after the specified time on the Bid Due Date, shall not be eligible for consideration and shall be summarily rejected.
- II. The server time indicated in the bid management window on the e-procurement website <https://govtprocurement.delhi.gov.in//> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- III. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder should start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

C. Bid Opening

2.14 Opening of Proposals

- I. DTC would open the e-bids at the date and time mentioned in the Tender for the purpose of evaluation.
- II. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location. In the event of the specified date e-Bid opening being declared a holiday, the e-bids shall be opened at the appointed time and place on the next working day.
- III. DTC would subsequently examine Proposals in accordance with the criteria set out in this Document.

2.15 Confidentiality

- I. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DTC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- II. DTC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DTC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DTC or as may be required by law or in connection with any legal process.

2.16 Tests of Responsiveness

- I. Prior to evaluation of bids, DTC will determine whether each bid is responsive to the requirements of the Tender Document. The bid shall be considered responsive if:
 - i. It is received/ deemed to be received by the Bid Due Date and time including any extension
 - ii. It is signed and sealed.
 - iii. It contains all information required in this Tender Document.
 - iv. Information is provided as per the formats specified in the Tender Document.

v. Deposit of EMD

- II. DTC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DTC in respect of such bids.

2.17 Clarifications

- I. Any queries or request for clarification concerning this document shall be submitted through email only by the authorized signatory at the email `dcmms1[at]dtc[dot]nic[dot]in` to reach DTC on or before the date and time as mentioned in the Tender.
- II. DTC shall make reasonable endeavor to respond to the questions raised or clarifications sought by the Applicants. However, DTC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring DTC to respond to any question or to provide any clarification.
- III. DTC may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Applicants by way of a common communication. All clarifications and interpretations issued by DTC shall be deemed to be part of this document. Any verbal clarifications and information given by DTC or its employees or representatives or consultants shall not in any way or manner be binding on DTC. DTC reserves its right to retract, change, alter or modify any communications once given by any of its employees and/or consultants.
- IV. DTC will provide adequate information/ support to assist Applicants in the formulation of their application or response to this bid document.
- V. Further, to assist in the process of evaluation of Proposals, DTC may, at its sole discretion, ask any Bidder/applicant for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.18 Proposal Evaluation

- I. The bids will be evaluated by the Evaluation Committee to be appointed by the DTC.
- II. The Submissions of the Bidders would first be checked for responsiveness as set out in Clause 2.16. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this Tender Document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the decisions of DTC are without any right of appeal whatsoever.
- III. The bidder offering lowest price for all the three types of Tankers together (In total) shall be declared L1 bidder.

2.19 Technical Proposal Screening

- I. The Technical Proposals of the Applicants would be screened as per the procedure set out in this document.

2.20 Negotiations

- I. Normally, there would be no post tender negotiations. In case of it is required, negotiations may be carried out with the Selected Agency in the interest of the project. In case, the rate quoted by the lowest acceptable bidder (L1) is not reasonable, then rate may be negotiated with L-1 bidder only as per GFR-2017 & CVC Guideline.

2.21 Award of Contract

- I. One Bid per Bidder either by the Manufacturer/Supplier/Dealer: A manufacturer or their authorized agent or authorized Supplier/Dealer any other firm whom the manufacturer has committed to supply the goods for the purpose of this tender, any one of them can submit the bid. If both submit the bid, both the bids will be liable for rejection.
- II. **Splitting of Contract:** Procurement Agency/Purchaser reserves the right to divide the total quantity among multiple bidders in case L-1 bidder is not in a position to supply the complete order as per the required delivery schedule.
- III. **Parallel Contracts/Splitting Ratios:** In the above scenario, the manner of deciding the relative share of L1 bidder and the rest of the bidders will be done on the basis of the ratio 50:30:20 i.e. 8:5:2. L1 will be ordered 50 % quantity. L2 and L3 will be asked to match the agreed L1 price for ordering 30% and 20% quantity. If they do not agree to match L1 price, Procurement Agency/Purchaser can approach other bidders in ascending order of ranking of bids to match the L1 price. In case of only two responsive bidders, the relative share of order shall be divided into them in 60:40 ratio. The decision of M.D, DTC shall be final and binding in this regard.

2.22 Notice of Award (NOA)

- I. Prior to the expiration of the period of e-Bid validity, DTC will notify the Successful Bidder in writing, by e-mail, that its e-Bid has been accepted.
- II. The acceptance of NOA will constitute the formation of the Agreement.
Failure of the Successful Bidder to comply with the requirement of acceptance of NOA shall constitute sufficient grounds for the annulment of the NOA and forfeiture of EMD. In such an event, DTC reserves the right to:-
 - a. Either invite the next best Bidder for negotiations, or
 - b. Take any such measure as may be deemed fit in the sole discretion of DTC, including annulment of the bidding process.

2.23 Signing of Agreement

At the same time as DTC notifies the Successful Bidder that its e-Bid has been accepted, the Successful Bidder shall have to sign the Agreement with relevant documents as mentioned in this Tender. The Agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

2.24 Risk Purchase & Order Cancellation

- I. In case of delay beyond the contractual delivery period, Procurement Agency/Purchaser reserves the right to cancel the order and procure the ordered material from any other available source at Procurement Agency's option and discretion and entirely at Suppliers risk and cost. Extra expenditure incurred by Procurement Agency/Purchaser in doing so will be recovered from the Bidder's performance security. Procurement Agency/Purchaser also reserves the right to cancel the order at Suppliers risk and cost if the progress of work is not considered satisfactory and it is felt that Supplier is not likely to meet the contractual delivery date. Time will be of the essence of the contract.

2.25 Earnest Money Deposit

- i. The Bidder shall furnish, as part of its Bid, an EMD of Rs. 24,00,000/- (Rs. Twenty Four Lakh only) in form of Account Payee/Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank guarantee from any of the Commercial Banks and Online payment in DTC Account No. 1075808661, IFCS- CBIN0281467, Central Bank of India, Branch- DDA Building, ITO, New Delhi-110002, as stated in Tender, in favor of M.D, DTC payable at Delhi. The scanned copy of receipt of EMD with transaction Id certified by the same bank must

be enclosed along with the Bid and Original instrument must be submitted in the Office of Dy. Manager, Tender Cell, DTC HQ, as per the due date & time of submission of bids. Tender without Earnest Money in the prescribed form, will not be accepted. In case, the Bidder submits the EMD in the form of BG, the same shall be valid 60 days beyond the bid validity period.

- II. Micro and Small enterprises, as defined in MSE procurement policy issued by Department of MSME or are registered with Central Purchase Organization or the Concerned Ministry or Department or Start Ups as recognized by Department of Industrial Policy and Promotion are exempted from submitting EMD in accordance with Rule 170 of GFR-2017.
- III. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by DTC.
- IV. Unsuccessful Bidder's EMD will be returned within 60 days after conclusion or discharge of the tender.
- V. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- VI. The Successful Bidder's Bid EMD will be refunded once the successful Bidder deposits the Performance Bank Guarantee, to be submitted by the Bidder upon signing the agreement.
- VII. The EMD may be forfeited:

If Bidder (a) withdraws its Bid during the period of Bid validity specified in the Tender: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified in the Tender. (d) In case of a Successful Bidder, if the Bidder fails to, accept the NOA or submit the Performance Guarantee or sign the Agreement with DTC

3. Section III: Qualification and Selection Criteria

3.1 Eligibility Criteria

- I. Bidders must carefully examine the below mentioned Technical eligibility criteria. The Bidder has to meet all the technical eligibility criteria set out in this section to be eligible for financial evaluation.

- i. To be eligible for evaluation of its Bid, the Bidder shall fulfill the following:

Indian Subsidiary of Foreign Manufacturer, Indian Manufacturers or its supplier/dealer stationed in India and is fully capable of carrying out the contractual obligations on behalf of the manufacturer / supplier in terms of after sales service, maintenance and repair, training, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

- ii. **Technical Eligibility** - Bidder quoting as manufacturer should have executed orders of supplies of cryogenic tankers/cylinders/tanks/micro-bulk/chassis units of

- One similar work order amounting to at least Rs. 9.6 Crore (Nine Crore Sixty Lakh) (in equivalent currency) in last 7 years as on the date of tender opening, or
- Two similar work orders each amounting to at least Rs. 6 Crore (Six Crore) (in equivalent currency) in last 7 years as on the date of tender opening, or
- Three similar work orders each amounting to at least Rs. 4.8 Crore (Four Crore Eighty Lakh) (in equivalent currency) in last 7 years as on the date of tender opening

Bidders quoting as authorized agent/dealer/supplier of manufacturer, if do not have independent experience, experience of manufacturer authorizing them, will be considered for eligibility.

- iii. **Financial Eligibility** – The participating bidder should have Average Annual Turnover of at least INR 3.6 Crore (Three Crores Sixty Lakh) for the past 3 financial years (2017-18, 2018-19 and 2019-20) preceding the Bid Due Date. The organization should have a positive tangible net worth at the end of FY 2019-20.

- iv. The Applicant shall also give an **undertaking/ integrity statement** stating that:
 - a. The Bidder is not blacklisted by any government department or government/ public sector agency.
 - b. There are no revenue dues pending against him from any government department or government/ public sector agency.
 - c. There is no case of criminal prosecution registered against the Bidder. The Bidder needs to give list of description of such cases, if there are any.
 - d. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years.
 - e. There is no criminal/civil case going in any court against the Bidder.
- v. The Bidder shall sign and submit Integrity Pact as per applicable rules.

The Bidder shall also furnish the following documentary proof:

- a. For above criteria i
 - i. Self-attested copy of Letter of incorporation or Registration, Memorandum and Article of Association showing objectives of the Company/ firm/ Partnership/ LLP;
 - ii. In case of Indian Subsidiary of Foreign Manufacturer must submit Manufacturing License (along with copies mentioned at point i.) of foreign manufacturer along with Export License; and Manufacturer Authorization in favour of Indian Agent/Indian Supplier letter head of foreign original equipment manufacturer along with Import License
 - iii. For MSE, Documentary Proof issued by Department of MSME or registration certificate with Central Purchase Organization or the Concerned Ministry or Department or Start Ups as recognized by Department of Industrial Policy and Promotion.
 - iv. List of Board of Directors/Partners with their registration documentation.
- b. For above criteria ii
 - v. Undertaking to be issued by authorized signatory as per format given in this tender document along with work order. (For each work order separate filled format need to be submitted). The Bidder shall also furnish copy of Purchaser order/supply order along with documentary proof of satisfactory execution in respect of above, duly translated in English and duly notarized in the Country of origin, as part of their technical bid.
- c. For above criteria iii
 - vi. Self-attested copy of PAN card of the legal entity; the GST registration and ITR (for last three financial years). (In case of Indian-entity)
 - vii. CA/Auditor Certificate certifying the turnover from supply of similar goods for last 3 financial years FY 2017-18, FY 2018-19 and FY 2019-20 as per format given in the tender; or Audited/Certified Balance sheet, Profit/Loss account for past 3 years. The positive tangible net worth at the end of FY 2019-20 must be certified by CA.
- d. For above criteria iv
 - viii. Power of Attorney on the format prescribed in this tender document
 - ix. A self-declaration of blacklisting/termination/debarment on company letter head as per format prescribed in this tender document.

Apart from the above documents, the bidder shall also furnish the following documentary proof:

- i. List of Pending Litigations, Non-Performing Agreements and Surrendered Agreements during last 5 (five) years.

3.2 Evaluation/Selection Criteria

- I. The Technical eligibility will be evaluated on the basis of evaluation criteria mentioned above in 3.1
- II. The financial proposals of only technically qualified bidder (qualified bidders) will be opened for evaluation. The financial proposal will be ranked as per the Lowest Bid quoted by the Bidders for all the three types of Tankers together (In total). The quote shall include the price of the goods to be supplied along with the cost and expenses on all counts viz. cost of equipment, materials, tools/techniques/methodologies, manpower, supervision, administration, overheads, maintenance etc. and any other cost involved in the supply, commissioning and delivery of goods/services.
- III. In case, two or more technically qualified bidders have the same financial quote, then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover during the last 3 financial years preceding to the financial year in which the tender has been floated.

3.3 Contacting the DTC

- I. No Bidder shall contact the DTC on any matter relating to his/her Bid, from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the DTC, he/she can do so in writing.
- II. Any effort by a Bidder to influence the DTC in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.
- III. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from DTC works and legal proceeding can also be initiated.
- IV. No interpretation, revision, or other communication from DTC regarding this solicitation is valid unless in writing and signed by the competent authority from DTC.

3.4 Award of Contract

- I. The selection of Bidder will depend on the clearing of Technical eligibility as well as Financial Bid. The final Notice of Award (NOA) will be given to the Bidder who quotes the lowest bid as mentioned in clause 3.2.
- II. The DTC will award the contract to the lowest evaluated Successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the technical eligibility requirement of the bidding document.

3.5 Notification of award

- I. Prior to the expiration of the period of Bid validity, the DTC will notify the Successful Bidder in writing, by e-mail, that its Bid has been accepted.
- II. The NOA would be sent in duplicate to the Successful Bidder, who will return one copy to DTC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- III. No correspondence will be entertained by DTC from the unsuccessful bidders.

3.6 Performance Security

- I. To fulfill the requirement of performance security during the implementation period, the Successful Bidder will deposit Performance Bank Guarantee (BG) of 3% of the Contract Value within 15 days from the date of

issue of LOA. In case, the performance security is deposited in the form of BG, the same shall be valid beyond 60 days of the expiry of warranty period of one year.

- II. The said Performance Bank Guarantee shall be interest free. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or Online payment in DTC Account No. 1075808661, IFCS- CBIN0281467, Central Bank of India, Branch- DDA Building, ITO, New Delhi-110002.
- III. The Performance Bank Guarantee would however be forfeited in case of any event of default as mentioned in the General Terms & Conditions of the Successful Bidder Contract/Agreement. In addition to this, the liquidated damages will be deducted from the performance bank guarantee which should be replenished to original amount upon any such deductions.
- IV. Interest Free Security Deposit / Performance Bank Guarantee will be refunded after 60 days of the expiry of warranty period of one year. DTC reserves the right for deduction of DTC dues from Bidder's Interest Free Security Deposit / Performance Bank Guarantee for any penalty imposed by DTC for violation of any terms and conditions of Agreement committed by the Successful Bidder.

3.7 Execution of Agreement

- I. The Successful Bidder shall deliver the goods as per the delivery schedule mentioned in this document. Unless DTC consents to extension of time for execution of Agreement, it may appropriate the performance security / EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by DTC on account of failure of the Successful Bidder to acknowledge the NOA.
- II. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA and forfeiture of EMD.

3.8 Option clause

The DTC reserves the right to increase/decrease the number of Cryogenic tankers mounted on chassis ordered in accordance with Manual of Procurement of Goods, 2017 by 25% (twenty five percent) of any payload capacity (10/15/20 Tonnes) of the initially contracted numbers of Tanker, at any time, till the currency of contract i.e. completion of delivery of the entire ordered number of Tankers without any change in the Unit Price or other Terms & Conditions. The increase of quantity shall be incorporated through an amendment. For the additional quantity, additional delivery period proportionate to the delivery period of the initially ordered quantity will be allowed. The successful bidder will be allowed 30 days lead time for arranging raw material and other resources for the manufacturing of the additional quantity of Tankers. The successful bidder will have to deposit performance security of additional amount separately within 7 days from the date of amendment of increased quantity.

4. Section IV: Terms of Reference

4.1 Scope of Work

- I. **Scope:**
 - i. The Supplier shall deliver PESO approved and fabricated as per norms of Static and Mobile Pressure Vessel (Unfired) Rule, 2016 cryogenic tankers mounted on chassis for transportation of liquid oxygen as following:-
 - a. 5 cryogenic tanks of 10 tonnes each
 - b. 5 cryogenic tanks of 15 tonnes each
 - c. 5 cryogenic tanks of 20 tonnes each
 - ii. The cryogenic Liquid Oxygen mobile tankers will have to be designed so that they are suitable to be mounted on a chassis as per make and model of vehicles. However, the payload capacity of vehicles to be used for these tankers will be as per PESO guidelines.

- iii. The tanks will have to be fabricated and tested as per provision of Static and Mobile Pressure Vessels (Unfired) Rules, 2016. These rules are administered by Petroleum and Explosives Safety Organisation (PESO), Government of India.
- iv. The selected bidder is expected to deliver the tankers at the prospective locations of Delhi at their own cost. The Tanker must be mounted on Chassis capable of bearing the payload capacity of 10 Ton , 15 Ton & 20 Ton respectively. The Chassis must fulfill BS-VI emission norms and should have the approval certificate issued by designated testing agency under rule 126 of CMV Rule 1989 i.e. ARAI, Pune or any other agency under CMVR Rules approved by G.o.I. Such costing should be included in the financial quote of the Bidders.
- v. It will be the responsibility of the successful bidder to get all the Tankers registered in the name of DTC from the Transport Department, GNCTD fulfilling all the statutory norms and following due process.
- vi. The mobile vessel shall be fabricated and mounted on chassis as per drawings approved by the Chief Controller of Explosives. The fabricator shall obtain such approvals from the Chief Controller of Explosives.
- vii. The complete cryogenic tankers mounted on chassis should have all necessary licenses from PESO and other concerning authorities of Government of India/Government of NCT of Delhi.
- viii. Certificate of Control as required under Static and Mobile Pressure Vessels (Unfired) Rules, 2016 shall have to be provided.
- ix. Safety certificate as required under Static and Mobile Pressure Vessels (Unfired) Rules, 2016 and issued by recognized competent person shall have to be provided.
- x. Hydraulic test certificate in respect of mobile pressure vessel as required under Static and Mobile Pressure Vessels (Unfired) Rules, 2016 shall have to be provided.
- xi. Safety Relief Valve test certificate as required under Static and Mobile Pressure Vessels (Unfired) Rules, 2016 shall have to be provided.
- xii. Any other document required to obtain license from Petroleum and Explosives Safety Organization (PESO) for the liquid medical oxygen transportation vessel shall have to be provided.
- xiii. Facilitating quality checks and testing by the Purchaser or anyone deputed by the Purchaser.
- xiv. Providing details of technical parameters Facilitating installation/commissioning (if required) and training of the staff deputed by the purchaser
- xv. Providing technical documentation along with the cryogenic tanks that shall include detailed operating guidelines, standard operating procedures, precautions, maintenance, etc.
- xvi. Provide necessary tools for assembly of the equipment
- xvii. Assistance after the completion of warranty as per provisions of this document.
- xviii. Any other work as considered necessary by DTC.
- xix. Any other statutory requirement required under the Contract.

II. Delivery Schedule

- i. The successful bidder will have to deliver all the tankers at their own cost to DTC within NCT of Delhi.
- ii. All the cryogenic tankers mounted on chassis to be delivered, by the successful bidder within 90 days of issue of Letter of Award. It should be noted here that 90 days is the upper limit for delivering the order. Hence, the date of delivery should not be later than 90 days of Letter of Award. The tankers can be delivered at locations on as and when ready basis, as per mutual agreement between bidder and DTC.
- iii. Delivery schedule will be reckoned from the date of Letter of Award. The date of delivery will be the date of delivery at consignee site. Deliveries shall be made as per following schedule:-

Month Wise Delivery Schedule

Delivery Schedule	10 ton	15 ton	20 ton
Within 30 days of issuance of letter of award	1	1	1
Within 60 days of issuance of letter of award	2	2	2
Within 90 days of issuance of letter of award	2	2	2
Total	5	5	5

It should be noted here that in case L1 is not able to provide for the complete order within delivery schedule, DTC reserves the right to split the order with L2 and L3 who in turn will have to adhere to the above mentioned delivery schedule on a pro-rata basis with a maximum delivery time limit of 90 days.

III. Liquidated Damages

Keeping in view the critical purpose of timely delivery, the Supplier shall pay liquidated damages at the rate of 0.5% (half percent) per week or part thereof the order value, subject to a maximum of 10% of the order value in cases of delay not attributable to Purchaser. Such damages will be deducted from the Bills/Performance bank guarantee which the successful bidder will submit to DTC. Such deductions will have to be replenished as and when they are made from the performance bank guarantee to enable minimum amount of performance bank guarantee as deposited at the start of contract.

IV. Warranty & Maintenance

- i. The supplier warrants comprehensively that the goods supplied under the contract are new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the Tender Inviting Authority in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Authority's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- ii. The Bidders shall agree in respect of each Tanker a Warranty period of 1 years to ensure trouble free services, supply of components and proper maintenance of Tankers.
- iii. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- iv. Replacement and repair will be undertaken for the defective goods.
- v. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- vi. In case of any claim arising out of this warranty, the Tender Inviting Authority/Ordering Authority/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per clause number ii above irrespective of any other period mentioned elsewhere in the bidding documents.
- vii. Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. If any part is required to be replaced, the defective equipment should be made functional within 96 hours from the time of breakdown call to the supplier. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority/Ordering Authority for such replaced parts/goods thereafter. The penalty clause for non- rectification will be applicable as per tender conditions.
- viii. If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 96 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Tender Inviting Authority/Ordering Authority, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Tender Inviting Authority may have against the supplier.
- ix. During Warranty period, the supplier is required to visit at each consignee's site at least once in every month and as and when required by DTC commencing from the date of the delivery/installation/commissioning for preventive maintenance of the goods and any no. of breakdown calls. The supplier shall also carry out calibration of equipment during warranty period as per manufacturer's guidelines.

- x. Keeping in view the criticality of warranty, the successful bidder shall pay liquidated damages at the rate of 0.25% of the order value per occasion/complaint/event of default per Month, subject to a maximum of 2.5% of the order value in cases of unsatisfactory performance by the successful bidder(s).
- xi. The decision of M.D, DTC regarding imposition of liquidated damages due to unsatisfactory performance of the Bidder during warranty period shall be final.

4.2 Financial Terms

- i. The payment of Tanker shall be released within 07 working days subject to receipt of bills, complete in all respect as per the terms of payment mentioned in this document. Payment will be released only after the successful acceptance of the product in running condition at the prospective sites.
- ii. For unsuccessful bidder, EMD shall be refunded without any interest. For successful Bidder, the EMD will be refunded interest free once it submits the performance bank guarantee.
- iii. Payment to be made post technical verification by the Committee at DTC which shall issue satisfactory product acceptance.
- iv. The payment shall be made in INR
- v. Exchange rate variation clause shall not be applicable.
- vi. No advance payment shall be made.
- vii. The prices quoted shall remain firm and fixed during the currency of the order/contract till the execution of the total quantity on the order/contract. No increase shall be permissible on any account after submission of bid/finalization of the order/contract till delivery of total quantity of the order/contract.
- viii. The supplier shall send its claim for payment in writing, certifying that it is in accordance with the terms and conditions of the contract, when contractually due, along with relevant documents etc., duly signed, to respective consignees.
- ix. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract.
- x. 90% payment of the cryogenic tankers mounted on chassis shall be paid on receipt of these vehicles in good condition and upon the submission of the following documents subject to recovery of LD, if any:
 - (i) Invoice (4 copies) by supplier showing contract number, goods description, quantity, unit price and total amount
 - (ii) Manufacturer's Quality Certificate specifying the technical parameters in detail and Maintenance schedule.
 - (iii) Quality Test Report at Consignee / Storage location where the goods have been delivered.
 - (iv) Certificate of origin for imported goods
 - (v) Consignee Receipt Certificate.
 - (vi) All mandatory certificates as per Bid document.
 Remaining 10% payment shall be released after 3 months of satisfactory operation of these vehicles and fulfilling the contractual obligations after delivery of Tankers.
- xi. Procurement Agency based on the Quality Testing Report from Consignee/ Storage locations reserves the right to reject the goods if not received as per agreed tender specifications / or agreed permissible deviations. If goods are rejected, Supplier will have to take them back its own cost with no liability on the purchaser/ Procurement Agency. If goods receipt are not as per agreed tender specification and if the situation demands, on the request of manufacturer/supplier, the Procurement Agency/Purchaser based on recommendation of technical committee and on approval of competent authority can decide to accept the goods with pro-rata deductions. However, manufacturer/supplier cannot claim this as its right.
- xii. Custom duty & custom clearance, if applicable, shall not be paid to the Supplier and should be a part of the financial bid.
- xiii. The supplier shall not claim any interest on payments under the contract.
- xiv. Where it is a statutory requirement for tax deduction at source, such deduction as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- xv. The said Performance Bank Guarantee should be valid for a period of 60 days beyond the contract fulfillment.

4.3 Right to Transfer/Sublet

The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.

5. Section V: General Conditions of Agreement

5.1 General Provisions

Law Governing Contract

These standard conditions shall be governed by and construed in accordance with the laws in the territory of India. Any dispute arising between the Parties or arising out of this Project or these terms shall be subject to the exclusive jurisdiction of the appropriate Court of Law in NCT of Delhi only.

Language

This Agreement has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these General Conditions by the Successful Bidder may be taken or executed by the officials as formally designated by each Party.

Taxes and duties

- a. All statutory taxes, statutory dues, local levies, including GST as applicable shall be payable separately on actual for onward remittance to the Government. The Bidder shall indemnify DTC from any claims that may arise from the statutory authorities in connection with this Agreement such as accidents, fire, arm incident, fire, etc.
- b. The Successful Bidder should ensure enforcement of Applicable Laws and at no point of time should the DTC be drawn into litigation on these counts.

Supervision

The DTC will get the goods supplied supervised/inspected/verified at any time by any other officer nominated by the Authority who shall be at liberty to examine records, check performance standards, etc.

Ownership

The DTC shall have an absolute & exclusive right/title/interest in the goods provided.

5.2 Commencement, Completion, Modification and Termination of Contract

Effectiveness of Contract

This Contract shall come into effect from the date of acceptance of LoA by the Successful Bidder.

Expiration of Contract

Unless terminated earlier, this Contract shall expire at the end of such time period till the bidder has successfully discharged all obligations as mentioned in this tender document to the complete satisfaction of DTC.

Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

Force Majeure

i. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

ii. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

iii. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Events of Default leading to Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other Party if services are not possible to be rendered as per Applicable Laws or professional obligations as mentioned below:

By the DTC

The DTC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause. In such an occurrence the Client shall give a not less than thirty(30) days' written notice of termination to the Successful Bidder.

- a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Bidder becomes insolvent or bankrupt or fails to pay the fee or other amounts due to the Authority.
- c) If the Bidder is in persistent non-compliance of the written instructions of DTC officials.
- d) If the Bidder or any of its representatives cause an incident or accident that results in injury or death to DTC employees/visitors or loss to DTC property.
- e) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- f) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- g) If the DTC, in its sole discretion and for any reason whatsoever decides to terminate this Contract.
- h) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.3 thereof.

- i) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.
- j) If any information provided by the Bidder in the Bid submission is found to be false later on.

By the Successful Bidder

The Successful Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the DTC, such notice to be given after the occurrence of any of the events as under:-

- a) If the DTC fails to comply with any final decision reached as a result of arbitration pursuant Clause 5.3b) hereof.
- b) If the DTC has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement / Tender.

If any of the above Material Breach and Events of Default happens, then

- a) DTC, after giving due notice to the Successful Bidder to Cure the Default, shall be entitled to terminate the Agreement with a 30 day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Bidder shall be as provided in various Clauses and sub- clauses of this contract.
- b) DTC shall issue a note to the Successful Bidder to cure the defaults, failing which the under proceedings shall be initiated as per schedule/notice period defined in the bid document.
- c) In all other cases of Successful Bidder Event of Default where specific notice period is not provided, DTC shall issue a Notice to Successful Bidder to cure the Default within 30 days. If the Successful Bidder fails to cure the Default within 30 days, DTC after giving a final 30 days' notice shall be entitled to terminate the Agreement, in such case the Interest free security deposit shall be forfeited to DTC as per the provisions of this Agreement.

Surrender / Termination of the Contract

- a) DTC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the supplier, terminate the contract in whole or part,
 - i) if the supplier fails to deliver any or all of the goods/ services within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by DTC; or
 - ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or
 - iii) if the Successful Bidder, in the judgment of DTC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of DTC terminating the Contract in whole or in part, DTC may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to DTC for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.
- c) DTC reserves the right for deduction of dues from Bidder's Interest Free Security Deposit / Performance Bank Guarantee for:-
 - i. Any penalty imposed by DTC for violation of any terms and conditions of Agreement committed by the Bidder.
 - ii. Any amount which DTC becomes liable to the Government / Third party due to any default of the Bidder or any of his director/ employees/ representatives/ servant/ agent, etc.
 - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.

iv. Any claims of DTC remained due after completion of relevant actions as per Agreement.

- d) On Operational Ground/Convenience: DTC reserve the rights to terminate the Agreement by giving 10 days advance notice on operational ground/Convenience. The Agreement will stand terminated on expiry of 10 days' notice. The Interest free Security deposit will be refunded after adjusting outstanding dues payable to DTC, if any. The Successful Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.
- e) The termination of the Agreement shall not release either Party from its obligation to pay any sums then owing to the other Party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

5.3 Settlement of Disputes

a) Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

b) Arbitration

- i. Any disputes and or difference relating to this Agreement or claims arising out of or relating to this Agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Agreement will be resolved through joint discussion of the authorized representatives of both the Parties (DTC and Successful Bidder). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the M.D, DTC on receipt of written notice / demand of appointment of Arbitrator from either Party.
- ii. The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the Parties. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- iii. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Successful Bidder shall continue to perform and make due payments to DTC as per the Agreement.
- iv. With respect to any dispute arising out of or related to this Contract, the Parties consent to the exclusive jurisdiction of the appropriate Court of Law in NCT of Delhi only.
- v. The cost of arbitration shall be borne by the respective Parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

5.4 Indemnification

- i. To the fullest extent permitted by Applicable Law and professional regulations, both the Parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the Parties as part of the regular interactions or for Project purposes.
- ii. Agencies/Successful Bidder would indemnify DTC against any injury, loss of life, etc., caused either directly or indirectly due to the operations of the Bidder.
- iii. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:
 - a. sickness, or disease, or death of, or injury to any person;
 - b. loss of, accident, or damage to, or destruction of any property including consequential loss of use; and

- c. natural calamity, or any man-made disaster

The Successful Bidder hereby indemnifies DTC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Successful Bidder or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

5.5 Fraud and Corrupt Practices

- i. The Successful Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, the DTC shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the DTC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the DTC for, *inter-alia*, time, cost and effort of the DTC, in regard to the BID, including consideration and evaluation of such Bidder's Proposal.
- ii. For the purposes of above Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DTC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DTC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.4 of this Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the DTC in relation to any matter concerning the Project;
 - b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the DTC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5.6 Obligations of the Successful Bidder

- i. The Successful Bidder shall carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Successful Bidder shall at all times support and safeguard the DTC legitimate interests in any dealings with third parties.
- ii. The Successful Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries for the goods supplied as may be necessary for producing high quality supplies as per the requirements.

5.7 Overriding powers of the Purchaser

- i. If in the reasonable opinion of the Purchaser, the Successful Bidder is in material breach of its obligations under this Agreement and such breach is causing or likely to cause material hardship or danger to the public, the Purchaser may, without prejudice to any of its rights under this Tender document including Termination thereof, by notice require the Successful Bidder to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case maybe.
- ii. In the event that the Successful Bidder, upon notice under the previous clause, fails to rectify or remove any hardship or danger within a reasonable period, the Purchaser may exercise overriding powers under this Clause and take over the performance of any or all the obligations of the Successful Bidder to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Purchaser shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Purchaser in discharge of its obligations hereunder shall be deemed to be operation and maintenance expenses, and the Purchaser shall be entitled to recover them from the Successful Bidder in accordance with the provisions of this Clause along with the damages specified therein.

5.8 General/ Miscellaneous Clauses

- i. Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the Manufacturer/its Indian Agent/ Indian Supplier on the one side and the Procurement Agency/Purchaser on the other side, a relationship of master and servant or principal and agent.
- ii. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Supplier shall notify the Procurement Agency of any material change that would impact on performance of its obligations under this Contract.
- iv. The Manufacturer/its Indian Agent/ Supplier Provider shall at all times indemnify and keep indemnified the Procurement Agency against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- v. The Manufacturer/its authorized Agent/ Supplier shall, at all times, indemnify and keep indemnified the Procurement Agency against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- vi. All claims regarding indemnity shall survive the termination or expiry of the contract.
- vii. If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/contract.
- viii. The Bidder / Supplier / Contractor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

(On Bidder's letter head)

LETTER OF PROPOSAL

(Date and Reference)

To:

Sh. Vijay Kumar Bidhuri, IAS,
Managing Director,
Delhi Transport Corporation,
D.T.C Headquarters,
IP ESTATE, NEW DELHI 110002
E-mail- dcmms1@dtc.nic.in,
Telephone no. -011-23370236[ext 236].

Sub: Submission of proposal for Tender for Procurement of Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen

Dear Sir,

With reference to your BID Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid for Tender for Procurement of Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen. The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of short listing for appointment as the Bidder for the aforesaid Project.

I/We shall make available to the DTC any additional information it may deem necessary or require for supplementing or authenticating the Bid

I/We acknowledge the right of the DTC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the Tender Documents, including any Addendum issued by the DTC
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.5 of the Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the DTC or any other public sector enterprise or any government, Central or State; and

- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidders of the Bid document;
- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority/Sports Complex which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory body is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DTC in connection with the shortlisting of Bidder or in connection with the Selection Process itself in respect of the above mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- I/We have studied BID and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the DTC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to abide by all the terms and conditions of the BID Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the BID Document.

Date:

Place

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

FIRM DETAILS

1.	Title and name of the Project: Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen
2.	State the structure of the Bidder's organization (Bidders to complete/delete as appropriate)
3.	For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person:
4.	Authorised contact person Contact person's title: Address, telephone, facsimile and e-mail ID of contact person:

Authorized signatory
Name:**Date:****Name of the Bidder with seal**

CAPABILITY STATEMENT

It is Compulsory for the bidder to fill this statement and the bidder must upload those document that support this statement

Name of Work: _____

Name of Bidder: _____

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)								
1	Sole proprietorship, registered partnership firm, public limited company, private limited company, LLP, society/trust, Government entity, Public Sector Enterprise can submit the Bidder.									
2	•One similar work order amounting to at least Rs. 9.6 Crore (NineCroreSixty Lakh) (in equivalent currency) in last 7 years as on the date of tender opening, or •Two similar work orders each amounting to at least Rs. 6 Crore (Six Crore) (in equivalent currency) in last 7 years as on the date of tender opening, or •Three similar work orders each amounting to at least Rs. 4.8 Crore (Four Crore eighty Lakh) (in equivalent currency) in last 7 years as on the date of tender opening									
3	The Bidder should have in the last 3 Financial Yearspreceding the Bid DueDate Minimum Average annual Turnoverof Rs. 3.6 Crores over the last 3 financial years preceding the Bid due Date. <table border="1"> <tr> <td>FY 2019-20</td> <td></td> </tr> <tr> <td>FY 2018-19</td> <td></td> </tr> <tr> <td>FY 2017-18</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	FY 2019-20		FY 2018-19		FY 2017-18		Total		
FY 2019-20										
FY 2018-19										
FY 2017-18										
Total										
4	The tangible net worth of the Bidder should be positiveat the end of FY 2019-20									

5	The Bidder shall also give an undertaking stating that: i. The Bidder is not blacklisted by any government department or government/ public sector agency. ii. There are no revenue dues pending against him from any government department or government/ public sector agency iii. There is no case of criminal prosecution registered against the Bidder iv. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years. v. There is no criminal/civil case going in court against the Bidder.	
6	GST Registration Certificate (if Indian entity)	
7	Copy of PAN Card (if Indian entity)	
8	List of Board of Directors/Partners with their registration documentation.	

Annexure- 4

FIRMS EXPERIENCE - PROJECT DESCRIPTION SHEET

Name of the client:
Order Number and Date:
Address and contact detail (Client):
Project Location:
Start Date:
End Date:
Value of Order:
Description and quantity of ordered goods and services:
Have the goods been functioning satisfactorily (attach documentary proof)*:

* The documentary proof shall be a certificate from the consignee/end user With cross reference of order number and date and which will be duly notarised Authenticating the correctness of the information furnished.

Authorised Signatory

(Name & Designation of Authorised Signatory)

Instructions:

- i. Only the eligible projects that satisfy technical criteria (i.e. type of project) shall be included
- ii. In support of the information provided following documents must be submitted failing which the specific claim shall not be considered for evaluation.
- iii. **Completion Certificates and work order and signed contracts besides any other proof from the client for the Experience claimed should be submitted**
- iv. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.

FINANCIAL CAPACITY

Bidder should submit their financial details as per the following:

This is to certify that the Annual Turnover of M/s
..... for last three years is as below:

S.No.	Name of the Bidder	Turnover		
		2017-18	2018-19	2019-20
1.				
2.				
3.				
	Total (INR)			
	Average Annual Turnover (INR)			
	Tangible Net worth (INR)			

Note: If the bidder's accounts are not being audited, a practicing Chartered Accountant's certificate having UDIN, FRN and membership numbers maybe enclosed certifying yearly turnover for Financial Years (2017- 2018, 2018-19, 2019-20) and net worth as at 31.03.2020.

Certificate of the Statutory Auditors/ Chartered Accountants / Similar Finance Professionals in Parent Country

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder), we M/s _____, Statutory Auditors/ Chartered Accountants, certify that the above information pertaining to FY 2017-18, FY 2018-19 and FY 2019-20 is correct.

**Signature and Seal of
Statutory Auditors/ Chartered Accountants** (with membership no.)

Authorised Signatory

(Name and Designation of Authorised Signatory)

For the purpose of qualification:

- The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
- Tangible Net-worth** shall mean [Subscribed and Paid Up Equity Share Capital+ Reserves & Surplus– {Revaluation Reserves, Goodwill, Miscellaneous Expenses (to the extent not written off) and other Intangible Assets}].
- The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.
- A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.

MEMORANDUM

Name of Work: Tender for Procurement of Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen

I/We agree to keep the quoted rate open for acceptance for 120 days from the due date of submission thereof and not make any modification in its terms and conditions.

I/We hereby declare that I/We shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of DTC.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

UNDERTAKING

Name of Work: Tender for Procurement of Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen

- I confirm that I/ Bidder have done the inspection of the sites for my/oursatisfaction.
- I confirm that I/ Bidder have not been banned /declared ineligible for corrupt and fraudulent practices/ blacklisted by Govt. of India, State Govt./any court of law having jurisdiction in India and do not have any disciplinary proceedings or pending litigations for the past 5years.
- I confirm that I/ Bidder have no revenue dues from any government department or government/public sectoragency
- I confirm that I/ Bidder do not have any case of criminal prosecution registered againstme/us
- I confirm that I/ Bidder have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years
- I confirm that I/ Bidder have no criminal/civil case going in court against me/us.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Note:

- 1 To be signed by theBidder.**
- 2 Please provide the list of all the pending litigations, non-performing contracts and surrendered contracts during last 5 years by the Bidder,ifany**

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **'Tender for Procurement of Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen'** in response to the Tender Document dated _____ issued by DTC including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which DTC may require us to submit. The aforesaid Attorney is further authorized for making representations to the DTC or any other authority, and providing information / responses to the DTC, representing us in all matters before the DTC, and generally dealing with the DTC in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Tender Document and further till the License Agreement is entered into with the DTC and thereafter till the expiry of the License Agreement.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender Document.

Signed by the within named

.....[Insert the name of the executant company]

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

To

Sh. Vijay Kumar Bidhuri, IAS,
Managing Director,
Delhi Transport Corporation,
D.T.C Headquarters,
IP ESTATE, NEW DELHI 110002
E-mail- dcgmmms1@dtc.nic.in,
Telephone no. -011-23370236[ext 224],

Dear Sir,

- a. Wean established and reputable manufacturers of ISO cryogenic tanks
at.....and offices at
..... do hereby authorize
M/s.....(Name) to represent us, to bid,
negotiate and conclude the License Agreement on our behalf with you against Tender No
.....
- b. M/sare authorized to represent us in regard to this business against
this specific tender.
- c. We have(the precise relationship)with..... (representative)
- d. We have the mutual interest in the business of each other.
- e. We do not have any commission agent and no agency commission shall be paid.
- f. We / our representative have/ has own service center. (Attach documentary proof)
- g. We have adequate plant and manufacture capacity to manufacture and supply the items offered within
the delivery schedule as mentioned in the tender document.
- h. All items being offered are not obsolete and are in their current manufacturing range and their spare
parts will be made available during the Agreement period.
- i. All services namely supply, commissioning, training and maintenance shall be rendered by our
representative.
- j. We also hereby extend our full warranty and CMC as applicable as per the relevant clauses of this
tender document for the goods and services offered for supply by the above firm against this tender
document.
- k. In case of any termination or dispute of License Agreement /agreement /relationship with our
representative, we shall be laid with full responsibility of carrying the work as mentioned in the tender
document.

Signature and Name of the Manufacturer

NAME OF THE BIDDER AND SEAL

NOTE:

1. This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.
2. The bidder is also required to submit specifications of equipment proposed in the Tender.

FINAL ACCEPTANCE CERTIFICATE BY PURCHASER

No _____

Date _____

To

M/s _____

Subject: Certificate for commissioning of cryogenic tankers mounted on chassis.

This is to certify that the cryogenic tankers mounted on chassis as detailed below have been received in good conditions along with all the Standards and specific accessories as per the contract. The same has been installed and commissioned.

- a) Contract No _____
 - b) Dated _____
 - c) Description of equipment(s)/plant(s)
 - d) Quantity:
 - e) Bill of Lading/Air Way Bill/Railway Receipt/ Goods Consignment Note No _____ dated _____
 - f) Name of the vessel/transporter
 - g) Name of the consignee
 - h) Date of commissioning and testing
-
- a) The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
 - b) The supplier has successfully demonstrated the working of the equipment.
 - c) The supplier has provided training to the operating staff
 - d) The supplier has also provided Standard operating Procedure for operational guidelines, precautions, limitations including preliminary maintenance instructions

Signature and Name of the Purchaser/Consignee

NAME OF THE BIDDER AND SEAL

FORM FOR EARNEST MONEY DETAILS

DETAILS OF EARNEST MONEY ATTACHED

The required amount of Earnest money has been deposited as per following details
.....

and the scanned copy of the same is being enclosed with E- tender documents.

Note- If the copy of EMD is not uploaded with the E-tender the tender shall be rejected

BIDDER

Notes:

- (1)** The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2)** In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3)** Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Annexure-12

**PROFORMA FOR CLARIFICATIONS / AMENDMENTS ON THE TENDER FOR PRE-BID
CONFERENCE**

S. No.	Document	Clause No. and Existing Provision	Clarification required	Suggested Text for the Amendment

Authorized signatory

Name:

Date:

Name of the Bidder with seal

BID DETAILS

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

S. No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	EMD		
2	Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership		
3	Self-attested copy of PAN card of the company/firm; the GST registration and ITR		
4	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
5	List of Pending Litigations, Non-Performing License Agreements and Surrendered License Agreements during last 5 (five) years, if applicable		
6	A1: Letter of Proposal submission		
7	A2: Firm Details		
8	A3: Capability statement		
9	A4: Firms Experience		
10	A5: Financial Capacity		
11	A6: Memorandum		
12	A7: Undertaking		
13	A8: Power of Attorney		
14	A9: PROFORMA FOR AUTHORITY FROM MANUFACTURERS		
15	A10: FINAL ACCEPTANCE CERTIFICATE BY PURCHASER		
16	A11: FORM FOR EARNEST MONEY DETAILS		
17	A12: PROFORMA FOR CLARIFICATIONS		
18	A13: Bid Details		
19	A16: Integrity Pact		
20	Any other document asked by DTC. Or Any other document which the bidder considers relevant.		

The above provided information is true to the best of my knowledge.

Signature with Stamp/Seal

BID OFFER FORMAT

Date:

To,

Sh. Vijay Kumar Bidhuri, IAS,
Managing Director,
Delhi Transport Corporation,
D.T.C Headquarters,
IP ESTATE, NEW DELHI 110002
E-mail- dcgmmms1@dtc.nic.in,
Telephone no. -011-23370236[ext -224],

THIS FORM IS NOT TO BE FILLED. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN PRESCRIBED FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT

Sub: Tender for Procurement of Oxygen Cryogenic Tankers fabricated as per standard EN 13530-2: 2002/A1/2004 and in SMPV(U) Rules 2016 for transportation of Liquid Oxygen

Dear Sir,

I/we have read and examined the Tender document, general terms and conditions for the work.

I/we hereby quote the following amount for the supply of cryogenic tankers as specified below, payable by DTC.

Price Schedule of Tankers (all types as per the tender requirements)[below]

S No	Name of Item	Unit Rate (INR) (without applicable taxes)	Rate of Taxes (INR)	Amount of Taxes (INR)	Total Unit Rate per Tanker Including Taxes (INR)	Quantity	Grand Total(In INR)	Grand Total (In words also)
1	Cryogenic tankers mounted on chassis of 10 tonnes each					5		
2	Cryogenic tankers mounted on chassis of 15 tonnes each					5		
3	Cryogenic tankers mounted on chassis of 20 tonnes each					5		
Grand Total								

Name_____

BusinessAddress_____ Signature ofTenderer_____

Seal oftheTenderer_____

Note:

- If there is a discrepancy between the unit price and total price, the UNIT Price shall prevail.
- Taxes as applicable shall be quoted separately. If applicable taxes are revised within delivery schedule, the same be payable on actuals. However, if applicable taxes are increased after delivery schedule, DTCshall pay only the applicable taxes quoted above.
- The above quote shall be inclusive of the handling charges, insurance, loading/ unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) and similar costs to the desired locations within NCT of Delhi.

INTEGRITY PACT

This Pact made this [●] day of [●] between Delhi Transport Corporation having its office at I P Estate, New Delhi hereinafter called the DTC (which term shall unless excluded by or is repugnant to the context, be deemed to include its officers, and shall also include its successors and assigns) of the one part

AND

[●] represented by [●] of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the DTC intends to award, under laid down organizational procedures, tender/ contract for [●]. The DTC, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the DTC is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the DTC hereby adopts the instrument developed by the renowned international non-governmental organization " Transparency International" (T I) headquartered in Berlin (Germany). The DTC will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the DTC for [●]. In response to the NIT (Notice Inviting Tender) dated [●] Contractor is signing the contract for execution of [●]

NOW, therefore,

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

Enabling the DTC to obtain the desired said stores/equipment/execution of works 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 DTC to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the DTC 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:

1. Commitments of the DTC;

- 1.1 The DTC undertakes that no official of the DTC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The DTC will, during the pre-contact 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 BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the DTC will report to the appropriate authority 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) is reported by the BIDDER to the DTC with full and verifiable facts and the same is prima facie found to be correct by the DTC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DTC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DTC the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

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

- 3.1 The Bidder/Contractor 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 DTC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor 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 DTC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the DTC for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the DTC.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the DTC that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the 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 DTC or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the DTC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the DTC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertake to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitors. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any DTC's associate(s)
- 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the DTC, or alternatively, if any relative of an officer of the DTC has financial interest/stake in the

Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.14 The Bidder/Contractor 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 DTC.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the DTC is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 crore.(Rupees zero point five crore) and to submit the same to the DTC along-with the tender document/ contract before contract signing.
- 4.4 That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the DTC after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five crore) will be required to sign this Pact by the Contractor, and the same will be submitted to the DTC before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the DTC will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. DTC will terminate the contract and initiate appropriate action against such Contractor(s).

5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC., which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the DTC to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the DTC has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the DTC is entitled to forfeit the earnest money deposited/Bid Security.
 - (iv) To recover all sums already paid by the DTC, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the DTC in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the DTC resulting from such cancellation/rescission and the DTC shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the DTC.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the DTC with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Security and Subsidy Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the DTC have terminated the contract under section 2 or 3 or 4 or if the DTC is entitled to terminate the contract under section 2 or 3 or 4, the DTC shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the DTC that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the DTC.

6.2 The DTC will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the DTC for premature revocation of the debarment and proves to the satisfaction of the DTC that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the DTC may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the DTC is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the DTC to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the DTC receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the DTC has substantive suspicion in this regard, the DTC will inform the Vigilance Department for appropriate action.

8. Independent External Monitors (s),

8.1 That DTC has appointed Sh. Jagdeep Kumar Ghai, P&TA and FS(Retd.), R/o 101, Shubhangam, NS Rd. No. 2, JVPD Scheme, Vile Parle West, Mumbai-400056. (E-Mail: jkghai@gmail.com; Mobile No. 9869422244)& Sh. RadhakrishanKini, IPS(Retd.), R/o B-91, Vishrantika CGHS, Plot-5A, Sector-3, Dwarka, New Delhi-110078 (E-Mail: arvkini2004@yahoo.co.in; Mobile No. 9971722727) as Independent External Monitors for this Pact.

8.2 The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or DTC.

8.3 That the Independent External Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Managing Director of the DTC.

- 8.4 That the Bidder / Contractor accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the DTC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Independent External Monitor is under obligation to treat the information and documents of the DTC and Bidder/ Contractor / Sub- Contractors/ Associates with confidentiality.
- 8.5 That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the DTC and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the DTC will provide to the Independent External 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 DTC and the Contractor / Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.
- 8.7 That the Independent External Monitor will submit a written report to the Managing Director of the DTC within 2 weeks from the date of reference or intimation to him by the DTC and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Independent External Monitor has reported to the Managing Director a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Independent External Monitor' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the DTC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the DTC, as applicable.

11. Other Legal Actions

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Developer 12 months after the initial/extended term. It expires for the Contractor/sub-contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Managing Director of the DTC.
- 12.3 That 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. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct

throughout the company.

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

Purchaser (Buyer)	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	Witness
DTC	1. _____
Witness	2. _____
1. _____	
2. _____	