



TENDER NO.: No. CEA/TS/2016-17/DG/90/ (7)

“केन्द्रीय विद्युत प्राधिकरण में नए डीजल जेनरेटिंग सेट को हायर करने हेतु ई-निविदा

**e-TENDER  
FOR  
“HIRING OF NEW DG SET IN CEA”**

केन्द्रीय विद्युत प्राधिकरण / Central Electricity Authority  
सेवा भवन, रामकृष्णपुरम / Sewa Bhawan, R.K. Puram,  
नई दिल्ली-110066 / New Delhi-110066  
केविप्रा वेबसाइट / CEA Web Site: [www.cea.nic.in](http://www.cea.nic.in)

मार्च 2017 / March 2017

### Check-list for Bid Submission

**The following check-list must be filled in and submitted with the tender document.**

<b>Technical Bid</b>			
Sl. No.	Particulars	Please Tick	
1.	Have you uploaded the scanned copy of Tender Document Fee or relevant document for Tender Document Fee waiver as per Clause 2.9?	Yes	No
2.	Have you uploaded the scanned copy of Bid Security or relevant document for Bid Security waiver as per Clause 2.12?	Yes	No
3.	Have you uploaded the scanned copy of Bidder Information duly filled and signed as per <i>Annexure-II</i> ?	Yes	No
4.	Have you uploaded the scanned copies of documents as per Clause 1.2.1?	Yes	No
5.	Have you uploaded the scanned copies of documents regarding TIN,PAN & Service Tax as per Clause 1.2.2?	Yes	No
6.	Have you uploaded Bid Acceptance Letter as per <i>Annexure-I</i> ?	Yes	No
7.	Have you uploaded the scanned copy of duly filled & signed Guaranteed Technical Particulars as per <i>Annexure-III</i> ?	Yes	No
8.	Have you uploaded the scanned copy of documents regarding Audited balance sheets for the last three years as a proof of turnover and profit details from services as per Clause 1.2.4 ?	Yes	No
9.	Have you uploaded the scanned copy of documents regarding experience during last three years as per Clause 1.2.5 & 1.2.7?	Yes	No
10.	Have you uploaded the scanned copies of duly filled & signed <i>Annexure VI to XI</i> ?	Yes	No
11.	Have you uploaded the scanned copy of documents regarding customer satisfaction as per Clause 1.2.6?	Yes	No
12.	Have you uploaded the scanned copies of declaration regarding Black Listing as per Clause 1.2.3?	Yes	No
13.	Have you uploaded the scanned copy of the Power of Attorney in respect of the Authorized Signatory for the Bid on a Stamp Paper?	Yes	No
<b>Financial Bid:</b>			
1.	Have you uploaded the Financial Bid as per BoQ_xxxx?	Yes	No

Signature & Seal of Bidder



**CENTRAL ELECTRICITY AUTHORITY**  
Sewa Bhawan, R.K. Puram, New Delhi-110066



**NOTICE INVITING TENDER (NIT)**

Online Bids are invited from eligible Bidders for the selection of a reputed Contractor for “Hiring of New DG Set in CEA” for a period of TWO years in Central Electricity Authority, New Delhi.

**IMPORTANT INFORMATION**

Tender Publishing, Document download Start Date & Time	<b>08.03.2017 from 3 p.m.</b>
Bid Documents to be downloaded from	<b><a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a></b>
Bid Submission Start Date & Time	<b>08.03.2017 from 4 p.m.</b>
Pre-Bid Meeting Date & Time	<b>14.03.2017 at 4 p.m</b>
Clarification Closing Date & Time	<b>17.03.2017 up to 4 p.m.</b>
Bid Submission Closing Date & Time	<b>29.03.2017 up to 3 p.m.</b>
Technical Bid Opening Date and Time	<b>30.03.2017 at 4 p.m.</b>
Contact Details	<b>Director (Admn.)</b> Central Electricity Authority Room No. 503, Sewa Bhawan, R. K. Puram, Sector-1, New Delhi – 110 066. Phone: 011-26108309/26732501 Email: <a href="mailto:diradmincea@nic.in">diradmincea@nic.in</a> Website: <a href="http://www.cea.nic.in">www.cea.nic.in</a>

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# **1. PART-I: BID SCOPE & REQUIREMENTS**

## **1.1 SCOPE OF WORK**

**1.1.1** Hiring of New DG Set ( Age of Diesel Generator set along with accessories on the last date of Bid submission shall not more than 3 years) in CEA for a period of **Two (2) Years** as per details of work given at clause 7.1.

## **1.2 ELIGIBILITY CRITERIA**

1.2.1 Bidder shall be a registered company (with Registrar of Companies) or Partnership Firm registered with 'Registrar of Firms' or registered sole Proprietorship Firm.

1.2.2 Bidder shall have a valid Taxpayer Identification Number (TIN), Permanent Account Number (PAN) and Service Tax number.

1.2.3 The Bidder has not been blacklisted by any of the Government Organization(s) / Public Sector Undertaking(s) (PSUs) / Government autonomous bodies.

1.2.4 The Bidder shall have a minimum Rs. 10.00 Lakhs Revenue from Services, in India, in each of last three financial years i.e. 2015-16, 2014-15 and 2013-14.

1.2.5 The Bidder shall have successfully executed similar work, as per criterion given below, in any Public Sector Organisation/ Department of Govt. of India/State Govt./ Government autonomous bodies during the last three (3) years reckoned from the last date of submission of bid:

a. One similar Work costing not less than · 4.00 Lakhs per annum.

or

b. Two similar Work costing not less than · 2.0 Lakhs each per annum.

Similar works mean supply of DG Set & Accessories on hiring basis and its operation and maintenance in Public Sector Organisation/ Department of Govt. of India/State Govt./ Government autonomous bodies.

1.2.6 The Bidder shall have customer satisfaction letter(s) from atleast one of its successfully completed similar works executed in last three years.

1.2.7. The Bidder shall have atleast one similar works contracts presently under execution with Public Sector Organisation/ Department of Govt. of India/State Govt./ Government autonomous bodies with the total annual value not less than · 2.0 lakhs for each contract.

1.2.8 Bidder must comply with all the criteria as mentioned at clause 1.2.1. to clause 1.2.8. Non-compliance of any of the criteria shall result in summary rejection of the Bid without any further evaluation being carried out. Any

hiding/ mis-representation of facts shall result in rejection of the Bid and forfeiture of Bid Security.

## **2. PART-II: BID PREPARATION & SUBMISSION**

### **2.1 BIDDING PROCESS**

- 2.1.1 The Bidder shall submit the Bid electronically, through the e-procurement portal (<http://eprocure.gov.in/eprocure/app>). **Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.**
- 2.1.2 This tender shall follow a two-stage Bidding process. The Bid shall be submitted in two parts namely Technical Bid and Financial Bid.
- 2.1.3 In the first stage, only Technical Bid will be opened online and evaluated.
- 2.1.4 The Bid shall be considered responsive provided it meets all the requirements under this tender document.
- 2.1.5 Under the second stage, the Financial Bid of only those Bidders, whose Technical Bid is found responsive, will be opened. Date of opening of Financial Bid would be notified separately.

### **2.2 INSTRUCTIONS FOR ONLINE BIDDING PROCESS**

- 2.2.1 The Bidder is required to submit soft copies of its Bid electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidder in registering on the CPP Portal, prepare its Bid in accordance with the requirements and submitting its Bid online on the CPP Portal.
- 2.2.2 More information useful for submitting online Bid on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

### **2.3 REGISTRATION**

- 2.3.1.1 Bidder is required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder enrollment" on the CPP Portal which is free of charge.
- 2.3.1.2 As part of the enrollment process, the Bidder will be required to choose a unique username and assign a password for their accounts.
- 2.3.1.3 Bidder is advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 2.3.1.4 Upon enrollment, the Bidder will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 2.3.1.5 Only one valid DSC should be registered by a Bidder. Please note that



the Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

- 2.3.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **2.4 SEARCHING FOR TENDER DOCUMENTS**

- 2.4.1.1 There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.4.1.2 Once the Bidder has selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any corrigendum/ addendum, if any, issued to the tender document.
- 2.4.1.3 The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **2.5 PREPARATION OF BIDS**

- 2.5.1.1 Bidder should take into account any corrigendum/ addendum published on the CPP Portal related to the tender document before submitting its Bid.
- 2.5.1.2 Bidder is advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the Bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.
- 2.5.1.3 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 2.5.1.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of

every Bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

## **2.6 SUBMISSION OF BIDS**

- 2.6.1.1 Bidder should log into the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.6.1.2 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the tender document.
- 2.6.1.3 Bidder has to select the payment option as “offline” to pay the tender document fee / BID SECURITY as applicable and enter details of the instrument.
- 2.6.1.4 Bidder should prepare the Bid Security as per the instructions specified in the tender document. The original should be submitted as per date & time specified in the tender document, otherwise the uploaded Bid will be rejected.
- 2.6.1.5 Bidder is requested to note that they should necessarily submit its Financial Bid in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidder is required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Bidder, the Bid will be rejected.
- 2.6.1.6 The server time (which is displayed on the Bidder’s dashboard) will be considered as the standard time for referencing the date & time for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
- 2.6.1.7 All the documents being submitted by the Bidder would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a

system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers public keys. Overall, the uploaded Bid documents become readable only after the tender opening by the authorized Bid openers.

2.6.1.8 Upon the successful and timely submission of Bid (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.

2.6.1.9 The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

## **2.7 ASSISTANCE TO BIDDERS**

2.7.1.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Nodal Officer of the Client for the tender or the relevant contact person indicated in the tender.

2.7.1.2 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk 1800 3070 2232.

## **2.8 BIDDING DOCUMENT**

2.8.1 The Bidder is expected to examine all instructions, forms, terms & conditions, prequalification and technical requirements in the Bidding documents. Failure to furnish any information required in the Bid shall be treated as non-responsive and may result in the rejection of the Bid.

## **2.9 TENDER DOCUMENT FEE**

2.9.1 The tender document can be downloaded from the Central Public Procurement (CPP) Portal without any charges. However, an amount of **₹500 (Rupees Five Hundred only) (non-refundable)** in form of a Demand Draft/Banker’s Cheque issued by a Nationalized/scheduled bank favouring DDO, CEA, payable at New Delhi shall be submitted by the Bidder.

2.9.2 In case the Bidder claims for waiver of Tender Document Fee, he/ she shall provide documentary proof of being registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department, as per Rule 157 of GFR 2005, of Government of India, as amended from time to time. The registration must remain valid till the Bid Validity period.

2.9.3 The scanned copy of the Demand Draft / Banker’s Cheque / Documentary Proof for waiver of the Tender Document Fee, shall be uploaded at the time of Bid submission.

2.9.4 The original Demand Draft / Banker's Cheque / Documentary Proof for waiver of the Tender Document Fee shall be submitted to the Client by the date & time of Bid Opening, **failing which, the Bid shall summarily be rejected and the Technical Bid shall not be opened.**

## **2.10 BID VALIDITY PERIOD**

2.10.1 The Bid shall remain valid for a period of at least **90 days** from the last date of submission of Bid.

## **2.11 TECHNICAL BID**

2.11.1 The Technical Bid shall be complete in all respects and contain all information asked for in this document.

2.11.2 **The Technical Bid shall comprise of the following:**

2.11.2.1 Signed & scanned copy of duly filled Check-List for Bid Submission.

2.11.2.2 Scanned copy of the Demand Draft / Banker's Cheque of ₹ 500 for Tender Document Fee as per clause 2.9.1 or the scanned copy of the documentary proof for waiver of the Tender Document Fee as per clause 2.9.2.

2.11.2.3 Scanned copy of the Fixed Deposit Receipt / Bank Guarantee of ₹ 25,000 for Bid Security as per clause 2.12.1 or the scanned copy of the documentary proof for waiver of the Bid Security as per clause 2.12.2.

2.11.2.4 Signed & scanned copy of duly filled Bid Acceptance Letter as per *Annexure-I*.

2.11.2.5 Signed & scanned copy of duly filled Bidder Information as per *Annexure-II*.

**2.11.2.6** Signed & scanned copy of duly filled Guaranteed Technical Particulars as per *Annexure-III*.

2.11.2.7 Signed & scanned copy of duly filled *Annexure-VI* to *Annexure-XI*.

2.11.2.8 Scanned copy of the Registration Certificate for fulfilling the condition as per Clause 1.2.1.

2.11.2.9 Scanned copies of documentary proof for TIN, PAN and Service Tax for fulfilling the condition as per Clause 1.2.2.

2.11.2.10 Signed & scanned copies of Bidder not having been blacklisted by any of the Government Organisation(s)/ PSUs/ Government Bidders as per Clause 1.2.3.

2.11.2.11 Signed & scanned copy of Audited Balance Sheets for the last three years as a proof of turnover from services and profit details as per

clause 1.2.4.

2.11.2.12 Scanned copies of Letter of Award/Work Order regarding experience in operation & maintenance of equipment as per Clause 1.2.5 & 1.2.7.

2.11.2.13 Scanned copies of customer satisfaction letters as per Clause 1.2.7.

2.11.3 The following documents shall be submitted, *in original*, by the Bidder by the date & time of Bid Opening, failing which the Bid shall summarily be rejected and the Technical Bid shall not be opened:

- a. The Tender document Fee/ Documentary Proof for waiver of the same
- b. The Bid Security/ Documentary Proof for waiver of the same

2.11.4 Client reserves the right to verify the uploaded documents with original one.

## **2.12 BID SECURITY**

2.12.1 The Bidder shall deposit Bid Security of **₹25,000 (Rupees Twenty Five Thousand)** in the form of a Fixed Deposit Receipt/Bank Guarantee. The Fixed Deposit Receipt/Bank Guarantee shall be issued by a Nationalized/Scheduled Bank favouring DDO, CEA, payable at New Delhi. Bank Guarantee shall be as per Annexure-X of the tender document. Bid Security shall be valid for at least 45 (Forty-Five) Days beyond the validity period of the Bid i.e., Bid validity period plus 45 (Forty-Five) Days, from the last date of submission of the Bid.

2.12.2 In case the Bidder claims for waiver of Bid Security, he shall provide documentary proof of being registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department, as per Rule 157 of GFR 2005, of Government of India, as amended from time to time. The registration must remain valid till the Bid validity period.

2.12.3 The scanned copy of the Bid Security / Documentary Proof for waiver of the Bid Security, shall be uploaded at the time of Bid submission.

2.12.4 The original Bid Security/ Documentary Proof for waiver of the Bid Security shall be submitted to the Client by the date & time of Bid Opening, failing which the Bid shall summarily be rejected and the Technical Bid shall not be opened.

2.12.5 The Bid Security if not in conformity in all respect with the requirements as per clause 2.12.1, the Bid shall summarily be rejected.

2.12.6 No interest shall be payable on the Bid Security amount.

### **2.12.7 The Bid Security shall be forfeited if the Bidder:**

- 2.12.7.1 withdraws its Bid during Bid validity period.
- 2.12.7.2 hides/ mis-represents facts.
- 2.12.7.3 refuses to accept Letter of Award.
- 2.12.7.4 fails to sign the Contract within the stipulated time.
- 2.12.7.5 tampers / modifies Price Bid Template in any manner.
- 2.12.7.6 found involved in any Corrupt, Collusive, Coercive or Fraudulent Practices.
- 2.12.8 The Bid Security of Bidders shall be returned as promptly as possible upon signing the Contract with the successful Bidder.

### 2.13 **FINANCIAL BID**

- 2.13.2 The Financial Bid shall be complete in all respects and contain all information asked for in this document.
- 2.13.3 The Financial Bid format is provided as BoQ\_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app>. Bidder is advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid. Bidder shall not tamper/modify downloaded Financial Bid template in any manner. In case if the same is found to be tampered/modified in any manner, Bid will be completely rejected and Bid Security would be forfeited and tenderer is liable to be banned from doing business with the Client.
- 2.13.4 The amount quoted shall only be in Indian rupees.
- 2.13.5 The Bidder shall quote for the work mentioned in BoQ at *Annexure-IV*, **failing which, the Bid shall be rejected.**

### 2.14 **NO PRICE VARIATION**

- 2.14.2 The Price quoted by the Bidder shall be firm. Any subsequent revision in the quoted price shall not be entertained.

### 2.15 **AMENDMENT OF TENDER DOCUMENT BY CLIENT**

- 2.15.2 At any time prior to the last date & time of submission of the Bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by way of Addenda/Corrigenda, if any, which shall be notified through CPP Portal.

- 2.15.3 Prospective Bidders are advised to visit CPP Portal

<http://eprocure.gov.in/eprocure/app> and CEA website  
<http://www.cea.nic.in> for any corrigendum / addendum/ amendment.

2.15.4 In order to provide prospective Bidders reasonable time to take the amendment into account for preparing their Bids, the Client may, at its discretion, extend the last date & time of the submission of Bids.

## **2.16 MODIFICATION OF BIDS BY BIDDERS**

2.16.2 A Bidder may modify its Bid on the CPP Portal (<http://eprocure.gov.in/eprocure/app>) till the deadline of the submission of Bid.

2.16.3 Modification of the Bid sent through any other means shall not be considered by the Client.

## **2.17 LATE BIDS**

2.17.2 The e-Procurement system will not allow submission of Bid after deadline as per server system.

### **3 PART-III: BID OPENING & EVALUATION**

#### **3.1 OPENING OF BIDS**

3.1.1 The Client shall open the Bids as per electronic Bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the Bid opening by logging on to the e-procurement system. Specific Bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the Bid opening event online at their remote end. Price Bids of only those Bidders shall be opened whose Technical Bids are found to be responsive.

3.1.2 The Client will open the Bids in the presence of Bidders’ representative who choose to attend at the time, date and venue as mentioned in NIT.

**3.1.3 No representative will be allowed to attend the Bid Opening without the valid Bid acknowledgement slip received after submission of Bids.**

3.1.4 In the event of the specified date of Bid opening being declared a holiday for Client, the Bids shall be opened at the specified time and place on the next working day.

#### **3.2 PRELIMINARY EXAMINATION OF TECHNICAL BID**

3.2.1 The Client will examine the Bids to determine their completeness in all respect as per the requirements of this tender document.

3.2.2 The Client may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder.

#### **3.3 EVALUATION OF TECHNICAL BID**

3.3.1 The Client shall evaluate the Technical Bid based on the documents submitted by the Bidder.

**3.3.2 Client reserves the right to reject the Bid under any of the following circumstances:**

3.3.2.1 Bid is incomplete and/or not accompanied by all required documents.

3.3.2.2 Bid is not in conformity with the terms and conditions stipulated in this tender document.

#### **3.4 EVALUATION OF FINANCIAL BID**

3.4.1 Financial Bid of only those Bidders, whose Technical Bid is found responsive, shall be opened and evaluated.

3.4.2 Evaluation shall be done based on the amount quoted by the Bidder as per *Annexure-IV*.



3.4.3 The Evaluated Total Amount shall be Total Amount worked out after considering discrepancies, if any, as per *Annexure-IV*.

3.4.4 Ranking of the Bidders shall be based on the Evaluated Total Amount.

## **4 PART-IV: AWARD OF CONTRACT**

### **4.1 L-1 BIDDER**

4.1.1 On completion of evaluation process of Financial Bid, the Bidder whose Evaluated Total Amount is found to be the lowest would be declared as the L-1 Bidder.

### **4.2 LETTER OF AWARD (LoA)**

4.2.1 The L-1 Bidder will be considered for issuing of Letter of Award (LoA).

4.2.2 The acceptance of the LoA shall be submitted within 7 (Seven) working days from issue of LoA, failing which, the Client reserves the right to cancel the LoA.

### **4.3 PERFORMANCE SECURITY**

4.3.1 A Performance Security in form of Bank Guarantee from any Nationalized / Scheduled Bank (As per Annexure V) of a value equal to 10% of the total Awarded Value as indicated in the Letter of Award shall be deposited by the Bidder within **Fifteen (15) working days** from issue of Letter of Award.

4.3.2 The Performance Security shall be valid for a period of **twenty seven months** from the date of signing of Contract.

4.3.3 Validity of Performance Security shall be extended further to cover the extended term of contract, if any, as per Clause 5.1.3 of the tender document.

### **4.4 SIGNING OF CONTRACT AGREEMENT**

4.4.1 The successful Bidder shall be required to enter into a contract as per *Annexure-XII* with Client within **Fifteen (15) working days** from issue of the Letter of Award on submission of the Performance Security as mentioned in clause 4.3.

### **4.5 SUB-CONTRACTING**

4.5.1 The Contractor shall not assign, in whole or in part, its obligations to perform under the contract, to other firm except with the Client's prior written consent.

## **5 PART-V: EXECUTION OF WORK & PAYMENT**

### **5.1 PERIOD OF CONTRACT**

- 5.1.1 The term of the contract will be for a period of **TWO years** from the date of signing of the contract agreement subject to the provisions of Clause 6.11 of the tender document.
- 5.1.2 During the entire period of the contract, no request for any increase in the rates on any account would be entertained and the performance of Contractor would be reviewed from time to time to ensure that it is to the entire satisfaction of the Client.
- 5.1.3 Period of the contract may be extended further one year at the discretion of CEA and based on satisfactory service provided by the Contractor without any change in Terms & Conditions of the contract.

### **5.2 PAYMENT TERMS**

- 5.2.1 No advance payment shall be made against Letter of Award.
- 5.2.2 Payment shall be made on quarterly basis at the end of each quarter.
- 5.2.3 The Contractor shall submit pre-receipted bills in triplicate after completion of each quarter for quarterly hiring charges. The payment for the same shall be subject to recoveries, if any, due to default in service as stated in Part-VII of this tender document.

## **6 PART-VI: GENERAL CONDITIONS OF CONTRACT**

### **6.1 DEFINITIONS**

- 6.1.1 “Client” means President of India acting through the Chairperson, Central Electricity Authority (CEA), New Delhi.
- 6.1.2 “Client Locations” means Central Electricity Authority offices at Sewa Bhawan.
- 6.1.3 The “Contract” means the agreement entered into between the Client and the Contractor as recorded in the Contract Form signed by the Client and the Contractor, including all attachments and annexure thereto and all documents incorporated by reference therein.
- 6.1.4 The “Contractor” or “Vendor” means the Bidder selected through tendering process and shall be deemed to include the Contractor's successors, representatives (approved by the Client), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- 6.1.5 The “Equipment” means DG Set and its accessories.
- 6.1.6 “Awarded Value” means the amount mentioned in Letter of Award.
- 6.1.7 “Service” means services to be provided by the Contractor as per the requirements specified in Part VII of the tender document and any other incidental services and other such obligations of the Contractor covered under the Contract.
- 6.1.8 “Officer-in-Charge” means an Officer of Administration/TS Division designated by the Client, assigned the work of monitoring the execution of the contract.
- 6.1.9 “User” means the official of the Client using the services of DG Set under the Contract.
- 6.1.10 “Nodal Officer” means the Officer designated by the Client, coordinating the activities related to e-procurement for this tender.
- 6.1.11 “CEA” means Central Electricity Authority.
- 6.1.12 “Quarter” means three months period.
- 6.1.13 “TS” means Technical Services.
- 6.1.14 “Deadline” means the last date & time.
- 6.1.15 “Corrupt Practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the Bidding

process or in contract execution.

- 6.1.16 “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a Bidding process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 6.1.17 “Collusive Practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish Bid price at artificial, non-competitive levels.
- 6.1.18 “Coercive Practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.
- 6.1.19 “Undesirable Practice” means establishing contact with any person connected with or employed by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding process.
- 6.1.20 “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.
- 6.1.21 “New DG Set” means age of Diesel Generator set along with accessories on the last date of Bid submission shall not be more than 3 years old. Invoice/Excise gate pass etc., shall be submitted as a proof of age.

## **6.2 APPLICATION**

- 6.2.1 These General Conditions shall compliment to the provisions in other parts of this tender document.

## **6.3 COST OF BIDDING**

- 6.3.1 The Bidder shall bear all the costs associated with the preparation and submission of its Bid. The Client, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

## **6.4 GOVERNING LANGUAGE**

- 6.4.1 The Bid, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Client, shall be in English language only. Supporting documents and printed literature, if not in English language, that are part of the tender document shall be accompanied with a self-certified copy of English translation of the same.

## **6.5 CLARIFICATIONS OF BIDS**

- 6.5.1 To assist in the examination, evaluation and comparison of Bids, the Client may at its discretion ask the Bidder for clarification and response shall be

in writing through e-mail or fax. Response/clarification shall be submitted by authorized signatory only. In case the Bidder fails to submit the desired information/clarification sought by the Client within stipulated time, further evaluation of the Bid will be carried out based on the documents already submitted by the Bidder.

6.5.2 The Bidder shall submit Power of Attorney on a Stamp paper in respect of his Authorized Signatory for the Bid, who on his behalf shall interact with the Client in respect of submission & clarification on tender documents.

## **6.6 CONTACTING THE CLIENT**

6.6.1 Any clarification / query related to the tender document may be addressed to Director (Admn.), CEA in writing through e-mail or fax as per the details given under Special Conditions of Contract (Part-VII of this tender document). Clarification /Queries received only by 04:00 pm on 17<sup>th</sup> March, 2017, will be entertained.

6.6.2 Bidders can visit the site and acquaint themselves with the client locations, site condition, equipment condition and other factors which would have any effect on the performance of the contract and/or the cost on any working day on or before 17<sup>th</sup> March, 2017, in the office between 11 AM to 4 PM after prior intimation and confirmation from the office of Director (Admn.), Telephone No. 011-26108309 / 26732501. Any claim by the Bidder regarding equipment condition, site condition, location, etc. shall not be entertained after submission of the Bid.

6.6.3 Any effort by Bidder to influence the Client in the Client's Bid Evaluation, Bid comparison or contract award decision may result in the rejection of his Bid.

## **6.7 CLIENT'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

6.7.1 The Client reserves the right to accept or reject any Bid and/or annul the Bidding process and/or reject all Bids, without assigning any reason thereof, at any time prior to award of contract and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for the Client's action.

## **6.8 AMENDMENT OF CONTRACT**

6.8.1 No variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Contractor and the Client.

## **6.9 TAXES**

6.9.1 The Contractor shall be entirely responsible for all taxes and duties as per Government norms.

6.9.2 Client may effect any deduction as per Government norms.

## **6.10 USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 6.10.1 The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 6.10.2 The Contractor shall not, without the Client's prior written consent, make use of any document or information provided by Client in tender document or otherwise except for purposes of performing contract, if any.
- 6.10.3 Any document, other than the Contract itself, shall remain the property of the Client and shall be returned (in all copies) to the Client on completion of the Contractor's performance under the Contract, if so required by the Client.

## **6.11 TERMINATION OF CONTRACT**

- 6.11.1 The Client, without prejudice to any other remedy for breach of Contract, by giving one month written notice to the Contractor, may terminate this Contract in whole or in part, if the Contractor fails to perform any obligation(s) under the Contract.
- 6.11.2 The Client may at any time terminate the Contract by giving one month written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client.
- 6.11.3 No payment by the Client shall be made for the remaining period of Contract from the date of the termination of the contract.
- 6.11.4 In the event of the termination of this Contract for any reason, or in the event the Contractor is discharged of its obligations as per provisions of this Contract, all the amounts outstanding for the period of the contract is under execution under this Contract shall be payable by either party as due.
- 6.11.5 In case of the Termination of the Contract, the Performance Security submitted by the Contractor may be encashed by the Client.

## **6.12 FORCE MAJEURE**

- 6.12.1 Notwithstanding the above provisions, the Contractor shall not be liable for penalty or termination for contract if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause,

“Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to the following:

- a. war (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;
- b. act of any political or religious incidence;
- c. acts of terrorism; or
- d. riots, civil commotion or disorder, industry wide strike.

6.12.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the Contract.

### **6.13 GOVERNING LAW AND DISPUTES**

6.13.1 The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

6.13.2 In case of any dispute relating to this contract which may arise during or after the execution of the contract, the case shall be referred to arbitrator appointed by the Chairperson, CEA, whose decisions shall be final and binding on both the parties.

6.13.3 The venue of arbitration shall be Delhi.

6.13.4 All disputes are subject to local Jurisdictions only.

6.13.5 The governing law shall be the law of India.

### **6.14 STANDARDS OF PERFORMANCE**

6.14.1 The Contractor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering practices. It shall employ prudent technical and engineering practices. It shall employ advanced technology and safe and effective equipment, machinery, material and methods. The Contractor shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Client and shall, at all times, support and safeguard the Client's legitimate interests in any dealings with Third Parties.

### **6.15 CORRUPT AND FRAUDULENT PRACTICES**

6.15.1 The Client requires that Bidders/Contractor observe(s) the highest standard of ethics during the Bidding process and during the execution of the Contract. In terms hereof, the Client:



- 6.15.1.1 shall reject the Bid of a Bidder including the Selected Bidder if he determines that the Bidder has engaged in corrupt or fraudulent or collusive or coercive, or undesirable or restrictive practices in competing for the award of Work in question.
- 6.15.1.2 shall declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in any tender or Bidding process or for award of a contract/contracts or continuing with it after award if it, at any time, determines that the Bidder has engaged in “corrupt or “fraudulent” or “collusive” or “coercive” or undesirable or restrictive practices in competing for, or in participating in the Bidding process or in executing the Contract.

## **7 PART-VII: SPECIAL CONDITIONS OF CONTRACT**

### **7.1 DETAILS OF WORK UNDER THE CONTRACT**

The New DG set is proposed to be hired for operation as an alternate source of power supply in case of failure of normal power supply to the Data Centre, NIC room and Telephone Exchange of CEA, which would be running round the clock. The DG set will serve as stand by and will operate only when normal supply of power is not available. The switch over from normal supply to DG set operation and vice versa should be automatic.

The services will consist of:

- a) Provisioning of the DG Set of required specification as given at 7.1 j) below on hire, installation of the DG Set at CEA office (Sewa Bhawan, R.K.Puram, New Delhi) at the time of start of the contract and de-installation at the time of end of the contract at his own cost and risk.
- b) Provisioning of Automatic Main Failure (AMF) panel along with accessories/ fittings.
- c) All types of maintenance of DG set i.e. breakdown and preventive including necessary repairs and components, engine oil, lube oil, coolant etc. will be the responsibility of the Contractor
- d) The contractor shall arrange for diesel and the cost of diesel only will be reimbursed to him by the Client on an actual basis on production of receipt/Bill duly certified by the Officer-in-Charge.
- e) In case of any breakdown of the DG set, the same will be repaired within a period of two hours or an alternate arrangement will be made by the Contractor for regular electric supply.
- f) Operator for operation of the DG Set will be required to be provided by the Contractor round-the-clock.
- g) Contractor should ensure that installation and operation of DG set shall be as per Central Electricity Authority (Measures relating to Safety and Electric supply Regulation -2010)
- h) The Contractor must have to abide/follow all the prevailing rules and regulations pertaining to DG set issued from various Departments of Govt. of India.
- i) The Contractor shall perform services in a professional manner and in accordance with and up to the standards and to the entire satisfaction of Officer in-Charge for the purpose.
- j) The Bidder/ Contractor shall comply with the Guaranteed Technical Particulars of DG Set as given below.

<b>Description of Equipment Parameter</b>	<b>Parameter Value</b>
Alternator net continuous output at site conditions, after deducting power requirement of auxiliaries (KVA)	62.5 KVA

Power Factor	0.8 Lagging
Overload capacity for one (1) hour in twelve consecutive hours of operation	10%
Rated Voltage (V)	415 V
Rated Frequency (Hz)	50
Permissible Frequency Variation	-5% to +3%
Permissible combined voltage and frequency variation (Absolute sum)	10%
Number of Phases	Three (3)
Winding Connections	Star (Y)
Design Max. ambient temperature	50 Degree Centigrade
Type of insulation a) Armature winding b) Field winding c) Connections d) Core Connections	Class F Class F Class F Class F
Terminal Voltage should be within range of Set value (%)	±5 %
Voltage Regulator Setting range	±10%
Control (AMF) Panel, Protection Class	IP 52
Method of Neutral grounding	Solidly earthed
Efficiency greater than (%)	90%
Year of Manufacture (yrs.)	Age of Diesel Generator set along with accessories on the last date of Bid submission shall not be more than 3 years old
Make of the Engine shall be of preferred Make	(Preferred Make: Cummins/ Kirloskar/ Crompton Greaves etc.)
Make of the Alternator shall be of preferred Make	(Preferred make: Kirloskar/Crompton Greaves /Stamford/Toshiba)
Type of Start:	Auto Start and Push Button
Accoustic Enclosure: Permitted Noise Level (dB) at a distance of 1m from DG set under free field condition meeting Central Pollution Control Board India (CPCB) norms	75 dB
The DG Set shall be equipped with the security & safety features	i) Glass control panel viewing window ii)Externally accessible Emergency Stop Button
DG Set should be Mounted on Anti Vibration Mounting (AVM) pads complete with accessories including	To be complied

base plate, fuel tank (Capacity for minimum 8 Hrs of running), batteries with leads and terminals, silencer, alarm standard engine control panel (Manual), utility piping etc. complete in all respect as required.	
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Note: Bidders should clearly mention following:

- i) Details of the DG Set (as per Annexure-III) being offered for hire, failing which, the Bid will be outrightly rejected.

## **7.2 PENALTY FOR DEFAULT IN SERVICE**

- a) If the services provided by the Contractor under this contract are not to the full satisfaction of CEA, the contract may be terminated by CEA and the charges shall be payable up to the period, till which the Contractor has rendered satisfactory services. The decision of CEA in this regard shall be final and binding on the Contractor.
- b) In case of any breakdown of the DG Set set, the same will be repaired within a period of two hours or an alternate arrangement will be made by the Contractor for regular electric supply, failing which, rent will be deducted @1/15<sup>th</sup> of monthly rent for each day or part thereof.

## **7.3 OTHER TERMS AND CONDITIONS**

- a) The Contract Agreement for hiring of DG set shall be signed in the form given at Annexure XII.
- b) The contract will be initially for two years from the date of start of the contract.
- c) Period of the contract may be extended further one year at the discretion of CEA and based on satisfactory service provided by the Contractor without any change in Terms & Conditions of the contract.
- d) No transportation or any other incidental charges will be paid by CEA for any type of service other than the hire charges and fuel charges.
- e) The DG Set along with accessories should be new.

7.3.1 The Contractor shall make arrangement of the requisite documentation / maintenance of records etc. as required for processing the quarterly payment during the period of the Contract, which may be required by him for carrying out the maintenance. He shall submit a copy of the document/maintenance records to the Client, as and when required for reference.

7.3.2 The Contractor shall employ all the personnel to the satisfaction of the Client. Any such person(s), not acceptable to the Client, shall immediately be replaced.

7.3.3 The Contractor shall get the maintenance of the equipment, including cleaning thereof, done by its maintenance staff solely at its own risk. The

Client shall not, in any way, be liable to make any payment, incur any expenditure or liable to any lawsuit in any court of law for any injury or death suffered by the Contractor's maintenance staff during the Contract period.

7.3.4 The Contractor shall observe all security measures as are applicable to the office of the Client, which is under the security cover of the Ministry of Home Affairs. The client reserves the right to cancel the contract in case of breach of security regulations required to be observed by the Contractor. Any special precautions required to be taken by the Contractor shall be made known to him by the Client as and when such necessity arises.

7.3.5 The Contractor shall maintain the equipment as per manufacturer's guidelines/ directions of Officer-in-Charge and shall use only standard/compatible/equivalent components for replacement. The original specification/characteristics/features of the equipment shall not be changed without prior intimation to client.

7.3.6 The Contractor shall take care of all mandatory provisions in the relevant rules/acts, etc., while making payment of salary to its deployed employees and the Client shall not be responsible for violation of any statutory provision under any circumstances.

7.3.7 The Bid, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Client, shall be in English language only.

7.3.8 For notices and Other Correspondences, the Client's address shall be:

Designation: Director (Admn.)  
Address: Room No. 503(N), Sewa Bhawan, R.K. Puram, Sector-1,  
New Delhi – 110066, India.  
Telephone : 91-11-26108309 / 91-11-26732501  
FAX : 91-11-26108309  
E-mail address: [diradmincea@nic.in](mailto:diradmincea@nic.in)

7.3.9 Operation also includes topping of fuel, change-over operations etc., Wherever Auto Main Failure (AMF) is provided, the Contractor shall monitor on regular basis the fuel level, topping if required and provide a operator in case of AMF failure. No additional charges will be paid for the same.

7.3.10 The Contractor shall be responsible for proper maintenance of Registers, log books etc. as required under the applicable laws / statutory provisions and' or Rules / Regulations framed there under

7.3.11 Owner/Contractor of Diesel Generator set has to keep the diesel in safe custody under proper care at the site and has to ensure the safety of the location.

7.3.12 Owner/Contractor of the Diesel Generator set has to maintain a log book at the site to record the following :

- i) Hourly meter reading.
- ii) Time for which the generator was operational (generator off and on timings).
- iii) No. of Units Generated through DG Set
- iv) Consumption of diesel.

7.3.13 The log book shall be submitted to the Officer-in-Charge as and when called upon by the Officer-in-Charge.

#### **7.4 Arbitration**

- a) The CEA and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the contract, failing which, the dispute shall be referred to the sole arbitrator to be appointed by the Chairperson, CEA
- b) The Arbitration & Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- c) The venue of arbitration shall be Delhi.
- d) The agreement shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language.
- e) The contract shall be interpreted in accordance with the Indian laws.

**BID ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,  
Director (Admn)  
Central Electricity Authority  
Sewa Bhawan, R. K. Puram, Sector-1,  
New Delhi – 110 066.

Sub: **Acceptance of Terms & Conditions of the Tender Document**

Tender Name & Reference No:

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely:  
\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender document(s) from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), etc.), which form part of the Contract Agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The Addenda / Corrigenda issued from time to time by your Department/ Organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the conditions of above mentioned tender document(s) / Corrigendum(s)/Addendum (s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your Department/ Organization shall without giving any notice or reason therefore or summarily reject the Bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the Bid Security deposited for the said Bid.

Yours Faithfully,

(Signature & Seal of the Bidder)

**ANNEXURE-II**

**BIDDER INFORMATION**

1. Name of the Bidding firm	
2. Full Address & Contact Details of the firm	
3. Name of the Authorized Signatory for this Bid	
4. Annual Turnover during the immediate preceding 3 years (Enclose copies of Audited Profit & Loss account & Audited balance Sheet for preceding three years.)	
5. Nature of Firm, i.e. whether Company/ Proprietors/ Partnership	
6. Name & Address of Proprietor, All Partners, All Directors etc. of the Bidders	
7. Bidder's proposal number and date	
8. Name & address of the person to whom all references shall be made regarding this tender:	
(a) Telephone	
(b) Fax No.	
(c) E-mail	
(d) Mobile	
<b>Bidder</b>	
Signature of the Authorized Signatory	
Name:	
Designation:	
Date:	
Company Seal:	



## Guaranteed Technical Particulars

Description of Equipment Parameter	Parameter Value
Alternator net continuous output at site conditions, after deducting power requirement of auxiliaries (KVA)	
Power Factor (Lagging)	
Overload capacity for one (1) hour in twelve consecutive hours of operation (%)	
3-ph Rated Voltage (V)	
Rated Frequency (Hz)	
Number of Phases	
Winding Connections Type	
Design Max. ambient temperature ( $^{\circ}\text{C}$ )	
Class of Insulation a) Armature winding b) Field winding c) Connections d) Core Connections	
Terminal Voltage should be within range of Set value (%)	
Voltage Regulator Setting range ( $\pm\%$ )	
Control Panel Protection Class	
Permissible Frequency Variation (%)	-----% to -----%
Permissible combined voltage and frequency variation (absolute sum) (%)	
Method of Neutral grounding	
Efficiency Greater than (%)	
Type of Start (i) Auto-Start (Yes/ No) (ii) Push Button (Yes/ No)	
Make of the Engine	
Make of the Alternator	
Year of manufacture for i) Engine ii) Alternate iii) AMF Panel	
Acoustic Enclosure- Permitted Noise Level at a distance of 1m from DG Set (dB)	
Compliance to the norms of C.P.C.B. (Central Pollution Control Board) India) (Yes/ No)	
The DG Set shall be equipped with following security & safety features:- i) Glass Control Panel Viewing Window (Yes/ No)	

ii) Externally accessible Emergency Stop Button (Yes/ No)	
DG Set compliance to i) Anti Vibration mounting (AVM) pads (Yes/ No) ii) Complete with accessories including base plate, fuel tank (Capacity for minimum 8 Hrs of running) (Yes/ No) iii) Batteries with leads and terminals (Yes/ No), iv) Silencer, alarm, standard engine control panel (Manual), utility piping etc. complete in all respect as required (Yes/ No)	

Note:

- i) Bidders should clearly mention details of the DG Set being offered for hire, failing which, the Bid will be out rightly rejected.

Signature and seal of the Bidder with date

**ANNEXURE-IV****Bill of Quantity (BOQ)**

We quote below our firm prices for hire of one silent new DG set as per the specification prescribed in the tender document.

Rate quote includes rental, operator's charges, all taxes and duties applicable, transportation charges, installation & de-installation charges, lubricant, Operation and maintenance charges etc. but excludes fuel charges.

<b>Sl. No.</b>	<b>Description of DG Set</b>	<b>Quantity</b>	<b>Rate per Month (₹)</b>	<b>Amount for Two Years (₹)</b>
1	62.5 KVA, Three phase, 415 V, 50 Hz new DG set with acoustic enclosure and accessories including AMF Panel as per specifications	One		

The prices are valid for atleast 90 days from the last date of submission of Bid.

**FORMAT OF PERFORMANCE SECURITY**

To  
Director (Admn.)  
Central Electricity Authority  
Sewa Bhawan, R. K. Puram, Sector-1,  
New Delhi – 110 066.

Ref: \_\_\_\_\_ Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To

1. Against contract acceptance of the Tender No: \_\_\_\_\_ covering \_\_\_\_\_ (hereinafter called the said 'contract') entered into between the President of India acting through The Chairperson, CEA, New Delhi - 110066 or its authorized representative (hereinafter called the Client) and \_\_\_\_\_ (hereinafter called the Contractor), this is to certify that at the request of the Contractor, we \_\_\_\_\_ Bank Ltd. are holding in trust in favour of the Client, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Client against any loss or damage that may be caused to or suffered by the Client by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Client, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Client, shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Client.

2. We, \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and shall be effective till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us, \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us, \_\_\_\_\_ Bank Ltd. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Client.

3. It is fully understood that this guarantee is effective from the date of the

said contract and that we, \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Client.

4. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

5. We, \_\_\_\_\_ Bank Ltd, further agree that the Client shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time-to-time or to postpone for any time or from time-to-time any of the powers exercisable by the Client against the said Contractor and to forebear or enforce any of the terms and conditions relating to he said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Client to the said Contractor or for any forbearance or omission on the part of the Client or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Place \_\_\_\_\_  
\_\_\_\_\_

Signature

Witness \_\_\_\_\_  
Printed name \_\_\_\_\_  
(Bank's common seal)

Date \_\_\_\_\_

**ANNEXURE-VI**

**SCHEDULE OF DEVIATIONS**

**(Please note that Client will not evaluate any deviation mentioned elsewhere in the Bid except as mentioned hereunder)**

We have carefully gone through the requirements of General Conditions of Contract (Part-VI of the tender document) and Special Conditions of Contract (Part-VII of the tender document) for Hiring of New DG Set in CEA and hereby confirm that all the requirements of specifications contained in the tender document are agreed by us expect for the following deviations:

<b>Sr. No.</b>	<b>Clause No. / Page No.</b>	<b>Tender Requirement</b>	<b>Deviation</b>
1.			
2.			
3.			
4.			
5.			
6.			

(If left blank, it shall be construed that there is no deviation from the Terms & Conditions of the tender document)

Signature & Seal of the Bidder

**ANNEXURE-VII**

**DETAILS OF TURNOVER AND PROFIT**

**Financial Details (As per Clause 1.2.4)**

<b>Pre-Qualification Condition</b>	<b>Financial Year</b>	<b>Value (₹ In Lakhs)</b>
Annual <b>Revenue from Services</b> in India	2013-14	
	2014-15	
	2015-16	
Net Profit after tax	2013-14	
	2014-15	
	2015-16	

Signature & Seal of the Bidder

**ANNEXURE-VIII**

**DETAILS OF ANNUAL MAINTENANCE CONTRACTS SUCESSFULLY  
EXECUTED IN LAST THREE YEARS  
(As per Clause 1.2.6)**

Sr. No.	Name of Organization (s)	Contract Period		Value (in Lakh ₹)	Contact details of the organization (s)
		From	To		

Signature & Seal of the Bidder



**ANNEXURE-IX**

**DETAILS OF ANNUAL MAINTENANCE CONTRACTS PRESENTLY  
UNDER EXECUTION  
(As per Clause 1.2.8)**

Sl. No.	Name of Organization (s)	Date & Period of Contract	Value (in Lakh ₹)	Contact details of the organization (s)

Signature & Seal of the Bidder

**FORMAT OF BID SECURITY**

(Sample Format – To be executed on a non-judicial stamp paper of requisite value)

To

Director (Admn.)  
Central Electricity Authority  
Sewa Bhawan, R. K. Puram, Sector-1,  
New Delhi – 110 066.

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

1. WHEREAS ..... (Name of Bidder) (hereinafter called the ‘the Bidder’) has undertaken, in pursuance of the Tender (Ref. No:.....) for the ‘‘Hiring of New DG Set in CEA’’ (herein after called the ‘the Bid’) to you.
2. AND WHEREAS, it has been stipulated by you in the said Bid that the Bidder shall furnish you with a Bank Guarantee from a Nationalized/ Scheduled Bank for the sum specified therein, as security for the Bid in accordance with the Bid.
3. AND WHEREAS we ----- <Bank> having its registered office at ----- and inter alia a branch office situated at ----- have agreed to give a Bid Security of ₹25,000 (Rupees Twenty Five Thousand Only) (hereinafter called as *Guarantee Amount*) on behalf of the Bidder.
4. We ----- <Bank> further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of the Central Electricity Authority (hereinafter called as the Client).
5. We ----- <Bank> do hereby unconditionally and irrevocably undertake to pay to the Client without any demur or protest, merely on demand from the Client, an amount not exceeding *Guarantee Amount* by reason of any breach of the terms of the Bid dated ----- by Bidder. We hereby agree that the decision of the Client regarding breach of the terms of the Bid shall be final, conclusive and binding on us.
6. We do hereby guarantee and undertake to pay forthwith on demand to the Client a sum not exceeding *Guarantee Amount* and we undertake to pay you upon your first written demand declaring the Bidder to be in default under the Bid and without cavil or argument, any sum or sums within the limit of *Guarantee Amount* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
7. We, the Bank, further agree that the Client shall be the sole judge to decide as

to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents listed hereinabove, and the decision of the Client that the Bidder is in default, as per the tender document, shall be final and binding on us, notwithstanding any differences between the Client and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

8. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
9. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason.
10. This guarantee is valid until **<date>** and a claim in writing is required to be presented to us on or before **<date>** failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Bidder's Bank)

.....  
Date.....  
Address .....

.....  
.....  
In presence of  
WITNESSES (Name & Address)

- 1.
- 2.

**UNDERTAKING FOR TECHNICAL BID**

*(On the letter head of the firm submitting the bid)*

Bid No.....

To,  
Director (Admn.)  
Central Electricity Authority  
Sewa Bhawan, R. K. Puram, Sector-1,  
New Delhi – 110 066.

Dear Sir,

1. I/We have examined and have no reservations to the tender document, including Corrigenda /Addenda issued.
2. I/We meet the eligibility requirements and have no conflict of interest.
3. I/We agree to Provide New DG Set along with accessories in CEA in accordance with the terms and conditions laid down in this tender document at monthly charges as given in this offer.
4. I/We offer to undertake maintenance of equipment in the tender document at the amount given in the said Financial Bid and agree to hold this offer open for a Bid Validity Period from the last date for the submission of the Bid.
5. I/we shall be bound by a communication of acceptance issued by you.
6. I/We have understood the tender document and have thoroughly examined the specifications quoted therein and am/are fully aware of the nature of the services required and my/our offer is to undertake maintenance of equipment.
7. A crossed Bank Draft in favor of the DDO, CEA for ₹ 500 (Rupees Five Hundred) as Tender Document Fee is enclosed. The Draft is drawn on .....  
.....Bank payable at New Delhi.
8. The Bidder shall deposit Bid Security of ₹ 25,000 (Rupees Twenty Five Thousand) in the form of a Fixed Deposit Receipt/Bank Guarantee. The Fixed Deposit Receipt/Bank Guarantee shall be issued by a Nationalized/ Scheduled Bank favouring DDO, CEA, payable at New Delhi. Bank Guarantee shall be as per Annexure-X of the tender document. Bid Security shall be valid for at least 45 (Forty-Five) Days beyond the validity period of the Bid i.e., Bid validity period plus 45 (Forty-Five) Days, from the last date of submission of the Bid.
9. Certified that the Bidder is:
  - a) A sole proprietorship firm and the person signing the tender document is the sole proprietor/constituted attorney of the sole proprietor,

**Or**

  - b) A partnership firm, and the person signing the tender document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

**Or**

c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions shall invariable be duly attested by the person authorized to sign the tender document).

10. We do hereby undertake, that, until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

11. If our Bid is accepted, we commit to submit a Performance Security in accordance with the tender document.

12. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\*  
**[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

\*\* : Person signing the Bid must have the power of attorney given by the Bidder on Stamp paper and the same shall be attached.

Yours faithfully,

(Signature & Seal of the Bidder)

Dated this day of \_\_\_\_\_

Address:.....

Telephone No. : \_\_\_\_\_

## **ANNEXURE-XII**

### **FORMAT OF CONTRACT AGREEMENT**

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) [ *insert complete name of Client* ], a [ *insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Client }, or corporation incorporated under the laws of { insert name of Country of Client }* ] and having its principal place of business at [ *insert address of Client* ] (hereinafter called “the Client”), of the one part, and
- (2) [ *insert name of Contractor* ], a corporation incorporated under the laws of [ *insert: country of Contractor* ] and having its principal place of business at [ *insert: address of Contractor* ] (hereinafter called “the Contractor”), of the other part :

WHEREAS the Client is desirous of entrusting to the Contractor for the Hiring of New DG Set & accessories in Central Electricity Authority and whereas the Contractor has agreed to provide such services for the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (hereinafter called “the Contract Amount”) inclusive of Service Tax and Work Contract Tax for a period of two years from \_\_\_\_\_ to \_\_\_\_\_ (both days inclusive).

The Client and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the tender document submitted by the bidder
  - (b) the Client’s Letter of Award
  - (c) the uploaded Bid by the Bidder on the CPP portal.
  - (d) the Addenda / Corrigenda Nos. \_\_\_\_\_ (if any)
  - (e) Special Conditions of Contract
  - (f) General Conditions of Contract
  - (g) the completed Annexures (including Financial Bid (BoQ))
  - (h) any other document listed in General Conditions of Contract and Special Conditions of Contract as forming part of the Contract

3. In consideration of the payments to be made by the Client to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Client to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Amount or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Client

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*