



# DAMODAR VALLEY CORPORATION

दामोदर घाटी निगम

(ESTABLISHED BY THE ACT XIV OF 1948)  
BOKARO THERMAL POWER STATION  
Bokaro Thermal, Bokaro, Jharkhand-829107

## TENDER DOCUMENTS

ARC of Water Package of BTPS(1X500MW)

NIT NO DVC/Tender/BTPS/MS-II A/C&M/Works and Service/00017 Dated  
28/11/2022

(THROUGH OPEN TENDER ENQUIRY & ONLINE REVERSE AUCTION(RA))

## **TENDER DOCUMENT FOR ARC of Water Package of BTPS(1X500MW)**

The document consists of the following :

- 1) Instruction : Submission of Tender Paper
- 2) Annexure-I: Work Details and Techno-Commercial Terms & Conditions
- 3) Annexure-II: Instructions to the Bidders
- 4) Annexure -III : Eligibility criteria for selection of tenderers (Qualifying Requirement)
- 5) Annexure - IV : Terms & Conditions for Reverse E-Auction Bidding
- 6) Form - A : Format for acceptance of Commercial Terms, General Terms & Conditions and other terms of RFQ.
- 7) Annexure -E : Format for BG towards EMD
- 8) Annexure -F: Bank Guarantee Verification Check List
- 9) Annexure - G: Format for Letter of Bid
- 10) Annexure - H: Format for Details Of Banker For Making Payment Through RTGS/NEFT
- 11) Annexure - I: Format for Proforma For Affidavit
- 12) Annexure - J: Proforma for Power of Attorney
- 13) Annexure - K: List of Commercial Banks as per RBI (Source RBI Website dt. 08-06-2012)
- 14) Safety Clause : As per GCC - 31
- 15) Techno-commercial Schedule(In seperate Excel Format)
- 16) Price Schedule(In seperate Excel Format)
- 17) GCC
- 18) Standard Scope of Work
- 19) Terms and condition
- 20) Form A
- 21) SAFETY CLAUSE



# DAMODAR VALLEY CORPORATION

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(ESTABLISHED BY THE ACT XIV OF 1948)  
**BOKARO THERMAL POWER STATION**  
**Bokaro Thermal, Bokaro, Jharkhand-829107**

Website: <http://www.dvc.gov.in>  
FAX : 06549-266701  
Phone : 06549-266718

## **NOTICE INVITING TENDER** **(THROUGH OPEN TENDER ENQUIRY & ONLINE REVERSE AUCTION(RA))**

**Tender No. DVC/Tender/BTPS/MS-II A/C&M/Works and Service/00017 Dated 28/11/2022**

**Last Date of submission(uploading) of Bid Documents : 26/12/2022 (upto 1000 Hrs. )**  
**Date of Opening of Techno-Commercial Offer : 27/12/2022 at 1030 Hrs.**

**DESCRIPTION OF WORKS : ARC of Water Package of BTPS(1X500MW)**

Tenders for Single Stage-Three Envelope Two part tendering through e-tendering process are invited on behalf of BOKARO THERMAL POWER STATION, Damodar Valley Corporation, for ARC of Water Package of BTPS(1X500MW) for the under mentioned job as per description of work ,scope of work ,terms and condition as detailed below.

<b>TOTAL ESTIMATED VALUE</b>	: 18285643.38/-only in INR currency
<b>EARNEST MONEY</b>	: Rs.182856.00/-only
<b>COST OF TENDER PAPER</b>	: Rs.2000.00 /- only.[NON-REFUNDABLE]
<b>DATE OF START OF DOWNLOADING OF TENDER DOCUMENT</b>	: 28/11/2022 at 1700 Hrs.
<b>DATE OF END OF DOWNLOADING OF TENDER DOCUMENT</b>	: 26/12/2022 (upto 1000 Hrs.)
<b>DATE OF PRE BID DISCUSSION</b>	: 21/12/2022 at 1100 Hrs.

Tenders, will be received by the office of the SUPERINTENDING ENGINEER(C&M), BOKARO THERMAL POWER STATION upto 1000 Hrs. on 26/12/2022 and the same will be opened in presence of representative of participating vendors on 27/12/2022 at 1030 Hrs. If the Opening day is declared a holiday by DVC/any unforeseen situation arrives(local Strike/Bandh etc.), then these activities will be taken up on the next working day at the same time schedule. Tenders received in the office of the SUPERINTENDING ENGINEER(C&M) after scheduled time and date fixed for the purpose will not be considered at all and DVC authorities will not take any responsibility to accept any tender which are received in his office late due to postal delay. When tenders are intended to be submitted to the tender inviting authority by messenger/courier/speed post, these should be submitted to the designated officer and thereafter it is to be kept in the designated place in the office of the tender inviting authority. The names and designation of at least two officers specially assigned for this purpose are :-

Sl. No.	NAME	DESIGNATION	ADDRESS	EMAIL-ID
1.		-	BOKARO THERMAL POWER STATION	
2.		-	BOKARO THERMAL POWER STATION	

Nobody in the office of the SUPERINTENDING ENGINEER(C&M) other than those mentioned here is authorised to receive any tender delivered by hand.

Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/e procure/app>.

The details of EMD & cost of Tender documents shall have to be indicated while filling the Tender documents form available in the website <https://etenders.gov.in/e procure/app>. The Bidder shall also have to submit the hard copy of the EMD (amount as mentioned above) & cost of Tender documents in an envelope super scribing "**BID SECURITY/EMD**" in any of the following forms:

**1) COST OF TENDER DOCUMENTS:** Tender documents are downloaded from DVC's website. The cost of tender documents is Non-refundable. The Bidder will pay cost of tender documents through e-payment mode / electronic mode i.e. credit card, debit card / Net banking etc. Provision for NEFT/ RTGS has also been enabled. Moreover in case the bidder who do not have any credit card/ debit card or net banking facilities can use NEFT/ RTGS facilities for payment by downloading the challan from the web site and submit the same to nearest bank. The bidder shall upload the scan copy of payment details while uploading the tender.

**2) EARNEST MONEY:**

**Earnest Money shall be deposited in any of the following mode:**

a) E-payment mode has been enabled. The bidders can pay the cost of bid document and the EMD through electronic mode i.e. credit card/ debit card/ net banking. Provision for NEFT/ RTGS has also been enable, moreover in case the bidder who do not have any credit card/ debit card or net banking facilities can use NEFT/ RTGS facilities for payment by downloading the challan from the web site and submit the same to nearest bank.

b) Earnest Money can be submitted in the form of Bank Guarantee from an Indian Nationalized Bank / Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank India), irrevocable and operative till the validity of the offer as per standard Proforma (as per Performa & instruction given in **Annexure -E**).

c) DVC Bonds duly endorsed in favour of DVC.

d) Post Office National Savings Certificate, having face value equal to the EMD value and duly endorsed by issuing authority in favour of Senior Additional Chief Accounts Officer, DVC, BTPS.

e) Attested photocopy of certificate issued by DVC as permanent EMD account holder

f) Pay Order or Demand Draft in favour of the Senior Additional Chief Accounts Officer, DVC, BTPS payable at State Bank of India, BTPS (Code No : 000045) Or Bank of India, Bokaro (Code No : 004797)

**No Bank Guarantee shall be accepted for EMD amount upto Rs. 50,000/-.** However, EMD exceeding Rs. 50,000/- may be accepted in any of the above forms.

The intending Bidder are advised to take care that cost of tender & EMD is correctly drawn and reaches before the tender opening as detailed in the NIT and any relaxation in this regard will not be allowed and their bids shall be rejected outrightly.

**In the event of submission of BG in lieu of Earnest Money, the B.G. shall not be accepted and bid may be rejected if:**

(a) The name of the NIT mentioned in the BG is different from the NIT for which bids have been invited. (b) The

firm/proprietor, on whose behalf the bank guarantee has been furnished, is different from the bidder. (c) The Bank Guarantee is not of the prescribed value. (d) The validity of the Bank Guarantee is less than the stipulated period.

In addition to the above, other points to be noted and followed strictly for the purpose of the execution of the BG as stipulated under the instruction of submission of BG in Annexure -F.

No tender will be considered as valid without acceptance of Earnest Money Deposit.

**Note:-** The Bank Guarantee to be prepared on non judicial stamp paper of appropriate value which vary from state to state and time to time. As such no rate has been prescribed. It has to be verified from the bank.

**PERMANENT EARNEST MONEY DEPOSIT:** The Tenderer may deposit with the Corporation, permanent EMD of rupees three lakhs only (Rs. 3,00,000) in the form DD/Pay order/banker cheque Draft in favour of Damodar Valley Corporation payable at Kolkata in INR or BG for a period of three years constituting the same sum as security for the compliance with the obligation undertaken in the tenders involving estimated cost upto Rs.1 crore irrespective no. of tender. No interest shall be payable on such deposit amount. Tenderer shall be entitled to submit offers and to have them considered without payment of EMD with each tender separately. An exemption certificate shall be issued to such vendors and they need to furnish reference of this certificate alongwith tender document and also superscribe the reference on the envelope so that offers are accepted for opening.

### **3) FORFEITURE OF EMD**

The EMD may be forfeited

- 1) For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer.
  - 2) Any bidder withdraws/varies his offer within the bid validity period before finalization of the tender.
  - 3) If the bidder does not accept the arithmetical correction of its bid price.
  - 4) For failure to submit security cum performance BG within 30 days from the last day of the specified time limit as stipulated in the PO/LOI/LOA.
  - 5) If the acceptance of order is not received within the stipulated period.
  - 6) If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him.
  - 7) If the Bidder refuse to withdraw, without any cost to the Owner, any deviation not listed in Statement of Deviations but found elsewhere in the Bid,
  - 8) On providing false or incorrect information in respect of qualifying requirement etc.
  - 9) In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by L1 bidder on-line is found to be false during verification of documents.
  - 10) Permanent EMD deposited by vendors/suppliers shall be forfeited in case they
    - i) Revoke the tender or increase the rates after opening the tender but during the validity period of their offers
- or**
- ii) Refuse to accept the order/contract issued as per their offer or subsequent mutual agreements.
  - iii) Do not execute the orders.

Permanent EMD can be refunded if so desired by vendors, in which case they shall be required to deposit requisite EMD with each tender.

### **4) REFUND OF EMD:**

The earnest money would be refunded to the unsuccessful tenderers within 15 days of finalization of the tender. Earnest Money will be returned to the successful tenderer after receipt of SDBG as per terms mentioned in the Purchase/Work order. No interest would be paid against the EM deposits.

**Exemption from EMD & Cost Of Tender : Micro and Small Enterprises registered with any National Small Industries Corporation(NSIC) / Khadi & Village Industries Commission/District Industries Centre/ Khadi & Village Industries Board/Coir Board/ Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro small and Medium Industries, MSEs registered under Udyog Aadhaar Memorandum (UAM) shall be exempted from payment of the Tender documents free of cost & Bid Security/ EMD subject to submission/uploading of scan copy of the documentary evidence like valid Registration Certificate from Appropriate Govt. Authority.**

**In case the Bidder is a Joint Venture / Consortium, "all the members of Joint Venture / Consortium" or**

"the Joint Venture Company itself" should be registered with such authority for seeking such exemption. Similarly, if the bidder is allowed to participate with an associate where the financial or the technical capability is fully meet by the associate, then both the bidder and its associate should be registered with such authority for seeking such exemption of Cost of Tender Documents & Bid Security /EMD. However, where the bidder is allowed to participate with an associate where only a part of the technical capability is meet by the associate, then the bidder should be registered with such authority for seeking such exemption.

**Public Procurement Policy for Micro and Small Enterprises (MSEs) is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.**

**MSEs seeking such exemption must upload scanned copies of valid registration certificate from msme / nsic in the website <https://etenders.gov.in/eprocure/app> [1] and also submit the hard copy of the uploaded documents in a separate envelope super scribing "MSME/NSIC CERTIFICATE" to the office of SUPERINTENDING ENGINEER(C&M), BTPS,DVC before the date and time set for bid submission (uploading).**

The above envelopes i.e. "BID SECURITY/EMD" OR "MSME/NSIC CERTIFICATE" (as applicable) should be sealed in an outer envelope super scribing on it, the nit no. and due date of opening.

All Tenderers would be bound by the terms and conditions as detailed in tender specifications by the DVC and GCC available in <http://www.dvc.gov.in/GCC-2016.pdf>.

The subject NIT has been hoisted in e- procurement portal "<https://etenders.gov.in/eprocure/app>" You may visit website for detail of the NIT & its tender documents and also may participate in the tender through e- procurement i.e. on line submission of offer .Further to that you are requested to please register your firm for e-procurement if not registered till date.You may contact for the above through e-mail to DVC.

Offers should invariably be kept open for acceptance for **180 Days** from the date of opening of the tenders.

**All tenderers would be bound by the terms and conditions as detailed in tender specifications of the DVC. DVC reserves the right not to accept the lowest rate quoted by tenderer and reject any or all the tenders and to split up and award the work to more than one tenderer without assigning any reason thereof if considered necessary.**

**Tenderer's authorized representative may be present at the time of opening. However, in unforeseen circumstances or due to administrative reasons, if the bid is not opened on due date, the same will be opened on next working day at same time without any further information. However, if required the date of opening will be extended further and the intimation for the same will be given on-line. DVC reserves the right to cancel any quotation in part or full and to reduce or increase the quantity of supply and to split up & award to one or more tenderer, without assigning any reason thereof**

### **E-TENDERING**

**1.1.** This tender is being processed through e-procurement system. The bid documents are to be downloaded, filled in and submitted through e-procurement system of DVC at <https://etenders.gov.in/eprocure/app>. However for any future correspondences with DVC (such as responses towards techno-commercial bid clarifications etc), tenderers have to send their reply only to email address as mentioned in NIT & DVC will make correspondences with the tenderer through their respective e-mail addresses. Changes of e-mail address of any bidder, if any, must be intimated on priority basis to DVC in writing with proper reasons thereof. For any queries regarding all sorts of application of e-Procurement system while acquiring digital signature, registration, downloading & uploading of tender documents, activation of user ID & password, Sk Nawajesh Rahman , e-mail ID [rnawajesh@gmail.com](mailto:rnawajesh@gmail.com)- Contact No. 9831683690 / Miss Armistha Kangsa Banik, e-mail: [armistha.banik1989@gmail.com](mailto:armistha.banik1989@gmail.com) (Mob:8240124812) may please be contacted.

## 1.2 DIGITAL SIGNATURE:

A Valid Digital Signature Certificate (DSC) (class III with Signing & Encryption Certificate) is mandatory to participate for e- tendering system under CPPP portal. The e-token should have both signing and encryption certificate for securing the e-tender data for participating in e- tendering system. The certificate may be obtained from any of the authorised agencies of CCA (Controller of Certifying Authorities)] on Bidder's own cost.

The instructions given below are meant to assist the bidders in registering on the CPP Portal

a) Bidders are required to register in the Government e-procurement portal, obtain `Login ID` & `Password` and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link `Online bidder Enrolment` on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India with their profile.

e) 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.

f) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICSI), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours.

(i) Sk Nawajesh Rahman , e-mail ID [rnawajesh@gmail.com](mailto:rnawajesh@gmail.com)- Contact No. 9831683690

(ii) Miss Armistha Kangsa Banik, e-mail: [armistha.banik1989@gmail.com](mailto:armistha.banik1989@gmail.com) (Mob: 8240124812).

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Rajeev Ranjan Prasad  
SUPERINTENDING ENGINEER-TECHNICAL  
(For & on behalf of Damodar Valley Corporation)

**MAIN WORK DETAILS**

Sr. No.	Task Code	Description of Work	Frequency/Quantity	UOM	Completion Period(In Days)
1	Regular_overhauling	Regular Routine preventive maintenance jobs/minor repair and replacement/Overhauling work as per attached scope of work under Annexure-I	24.0000	NUM	730

**MAIN SCOPE OF WORK**

1.
  - a. Please go through the attachment of the ident and having description "scope of work" Annexure-I

**OPTIONAL WORK DETAILS**

Sr. No.	Task Code	Description of Work	Frequency/Quantity	UOM	Completion Period(In Days)
1	Re-rubber lining_accessories	Re-rubber lining of pipe lines/valves/reducers etc.	1132.0000	NUM	730
2	DT/MS-II/OS/RUBBER LINING	RUBBER LINING OF DM PLANT TANKS	2268.0000	NUM	730
3	ARC_PWS-CW/ACW-6	Overhauling of the ACW Pump	4.0000	NUM	730
4	cleaning_ctbasin	cleaning of CT basin screen	24.0000	NUM	730
5	DVC/NDCT/02	Erection of cup locks scaffolding, re-fixing & re-installation of splash bar including cleaning and re-fixing of nozzles, diffuser rings etc. all complete.	2.0000	NUM	730
6	1. KTPS/PWS/OPTIONAL_MAINTENANCE/60	Overhauling of Fire Water Pump(Both Motor & Diesel engine driven)	6.0000	NUM	730
7	1. KTPS/PWS/OPTIONAL_MAINTENANCE/64	Modification/Replacement of 600-400 NB Pipes incl. fittings	100.0000	NUM	730
8	1. KTPS/PWS/OPTIONAL_MAINTENANCE/61	Dismounting/Mounting of motor of the pump and removal of coupling half if required including decoupling, alignment and coupling of Fire water pump and jockey pump.	8.0000	NUM	730
9	1. KTPS/PWS/OPTIONAL_MAINTENANCE/62	Servicing of Engine of FWPH and foam pump house	4.0000	NUM	730
10	1. KTPS/PWS/OPTIONAL_MAINTENANCE/63	Checking /Replacement of the NDE/DE Bearing/Bearing Assembly of Fire water pump	8.0000	NUM	730



Sr. No.	Task Code	Description of Work	Frequency/Quantity	UOM	Completion Period(In Days)
	IONAL_MAINT ENANCE/63	and jockey pump.			
11	1. KTPS/PWS/OPTIONAL_MAINT ENANCE/65	Modification/Replacement of 300-250 NB Pipes incl. fittings	200.0000	NUM	730
12	1. KTPS/PWS/OPTIONAL_MAINT ENANCE/66	Modification/Replacement of 200-100 NB Pipes incl. fittings	200.0000	NUM	730
13	DSTPS/NDCT/WP/02	DEWATERING OF NDCT BASIN	2.0000	NUM	730
14	cleaning_intake basin screen	cleaning of intake basin screen	20.0000	NUM	730
15	Dismantaling_motor(upto4kw)	Dismantaling from flange/ base mounted motor base /shifting/Reinstallation on motor base ranging from fractional KW -4KW	80.0000	NUM	730
16	Dismantaling_motor(10-20KW)	Dismantaling from flange/ base mounted motor base /shifting/Reinstallation on motor base ranging from fractional 10KW -20KW	30.0000	NUM	730
17	Dismantaling_motor(33-55KW)	Dismantaling from flange/ base mounted motor base /shifting/Reinstallation on motor base ranging from fractional33 KW -55KW	30.0000	NUM	730
18	Dismantaling_motor(75-150kw)	Dismantaling from flange/ base mounted motor base/shifting/Reinstallation on motor base ranging 75kw-150kw	30.0000	NUM	730
19	Dismantaling_motor(97kw above normal height)	Dismantaling from flange/Base mounted motor base/shifting/reinstallation on motor base ranging-97kw above normal height	20.0000	NUM	730
20	Dismantaling_motor(160-335kw)	Dismantaling from flange/Base mounted motor base/shifting/reinstallation on motor base ranging from-160-335kw	12.0000	NUM	730
21	Dismantaling_motor(660-2300kw)	Dismantaling from flange/Base mounted motor base/shifting/reinstallation on motor base ranging from-660-to 2300kw	16.0000	NUM	730
22	DVC/OH006997	Overhauling of CW Pump	2.0000	NUM	730
23	oh/effluent	Overhauling of Effluent pump(of BBD quenching pit transfer pump/Guard pond transfer Pump/ESP /APH Floor area sump pump /main plant common effluent transfer pump/Coal decanted water pump)	8.0000	NUM	730
24	OH/Potable/hvac/backwash/DM	Overhauling of Portable water pump/HVAC make up pump/Backwash pump/DM feed pump	12.0000	NUM	730
25	Repair/Replacement/ valve from	Repair / Replacement of Gate / Globe / Butterfly Valve/Check valve from 150 Nb to 250 Nb	100.0000	NUM	730

Sr. No.	Task Code	Description of Work	Frequency/ Quantity	UOM	Completion Period(In Days)
	150 to 250nb				

**OPTIONAL SCOPE OF WORK**

1. Please go through the attachment of the ident and having description "scope of work" Annexure-II
  - a.

Orders placed by the Corporation are subject to the Techno-Commercial Terms & Conditions as follows and also will be guided by enclosed GCC. However if any Terms and Conditions mentioned in Techno-Commercial Terms & Conditions are similar with that of GCC, then the former should prevail.

**TECHNO-COMMERCIAL TERMS AND CONDITIONS**

- 1.0 **PRICE BASIS**  
Rate shall remain VARIABLE throughout the contract period.
- 2.0 **PRICE BID DISCLOSURE**  
If any price component related to subject NIT in full or in part is exposed and found with its techno-commercial offers, the offer shall out rightly be rejected and will not be considered further.
- 3.0 **BID EVALUATION PROCEDURE**  
Bid evaluation will be done Summery Wise.
- 4.0 **LD CLAUSE AND RISK PURCHASE CLAUSE**  
DVC reserves the right to recover a sum equivalent to 0.5% of the delayed work for each week of delay or part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage due to delay in completion of work attributable to the contractor.  
(ii) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure.  
(iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above  
(iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to re-purchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.
- 5.0 **TRANSIT INSURANCE**  
Arrangements for transit insurance can be made by DVC as per Mega Risk Policy arranged with existing underwriter as per time being imposed.
- 6.0 **PAYMENT TERMS FOR MAIN WORKS**

Payment Terms Description	Task Description
<p>90% progressive payment will be admissible on monthly basis after completion of work, for which the contractor has to maintain a register for the work done in a month, which has to be duly certified by the concerned Engineer-in-Charge against submission of Bill in triplicate, the original being pre-receipted with a one rupee revenue stamp affixed thereon, to the Engineer-in-Charge, SE who will pass the same on satisfactory completion of work. A certificate from Sr. Personal Manager/L&amp;WO, BTPS regarding payment of wages to the concerned workers, if engaged locally, is also to be obtained on the body of the Bill before it is submitted to the Engineer-in-Charge.</p>	<p>For All Tasks</p>
<p>Balance 10% payment will be retained as security deposit &amp; will be released after expiry of the contract period and other than above, additional SDBG is required for amount 03% of total order value on placement of order.*No payment will be</p>	<p>For All Tasks</p>

released before submission and acceptance of SDBG.	
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**PAYMENT TERMS FOR OPTIONAL WORKS**

Payment Terms Description	Task Description
90% progressive payment will be admissible on monthly basis after completion of work, for which the contractor has to maintain a register for the work done in a month, which has to be duly certified by the concerned Engineer-in-Charge against submission of Bill in triplicate, the original being pre-receipted with a one rupee revenue stamp affixed thereon, to the Engineer-in-Charge, SE who will pass the same on satisfactory completion of work. A certificate from Sr. Personal Manager/L&WO, BTPS regarding payment of wages to the concerned workers, if engaged locally, is also to be obtained on the body of the Bill before it is submitted to the Engineer-in-Charge.	For All Tasks
Balance 10% payment will be retained as security deposit & will be released after expiry of the contract period and other than above, additional SDBG is required for amount 03% of total order value on placement of order.*No payment will be released before submission and acceptance of SDBG.	For All Tasks

7.0 **PERIOD OF CONTRACT**  
730 days from the date of commencement of work.

8.0 **LIMITATIONS OF LIABILITY:**  
Except in cases of Criminal Negligence or wilful misconduct,  
(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer  
AND  
(ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

9.0 Please keep your offer valid for 180 days from the due date of opening.

Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT

- 10.0 shall be guided by DVC's G.C.C as per applicability. Bidders are requested to visit Website www.dvc.gov.in and www.dvctender.com for getting DVC's G.C.C.
- 11.0 ACCOMMODATION:  
Contractor will have to arrange the accommodation of their deployed staff / manpower for the job at their own cost and arrangement. However, accommodation to the site staff / manpower may be provided on chargeable basis subject to availability.
- 12.0 GST CLAUSE:  
Contractors shall be quote statutory taxes and duties (Goods and Service Tax (GST) and any other duties) as applicable against documentary evidence and all taxes and duties (Goods and Service Tax (GST in %) with SAC/HSN code and any other duties) as applicable must be shown separately in the offer/Price Bid.
- 13.0 COMPLIANCE OF REGULATIONS:  
The Vendor shall warrant that all Goods and/or services covered by this Purchase Order/ contract shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act, 1951 & Industrial Dispute Act, 1947 and any amendments there under, labour agreements, Safety rules and PF compliance, working conditions and technical codes and requirement as applicable from time to time. All laws, rules and regulations required to be followed in execution of the order / contract, must be complied with. The Vendor should execute and deliver such documents as may be needed by the Purchaser/ owner in evidence of compliance. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Vendor and the Owner shall not be responsible in any manner whatsoever.
- 14.0 CANCELLATION/SHORT CLOSURE  
The Owner may terminate/short close the contract, by not less than 30 days written notice to the bidder, to be given after occurrence any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (g), (h) & (f) below: a) The Vendor fails to comply with any of the terms of the Order or the bidder do 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 Owner may have subsequently approved in writing. b) The Vendor becomes bankrupt or goes into liquidation. c) If as a result of Force Majeure, the Bidder is unable to supply a material for a period of not less than 60 days. d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause: e) Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. f) Fraudulent Practice means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner. g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority. h) If the Owner, at its sole discretion, decides to terminate this Contract.
- 15.0 CONDITION OF REMOVAL OF FIRM FROM LIST OF KNOWN VENDORS:  
Removal from the list of approved/known vendor/enlisted contractor may be ordered by the Project Chief Engineer/ Chief Engineer /CMM, If a firm:- (i) Makes any false declaration to Damodar Valley Corporation (DVC). (ii) Claiming drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work. (iii) If the vendor is non-responsive against our enquires for consecutive three times. (iv) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within stipulated time. (v) Fails to execute a contract or fails to execute it as per terms of contract. (vi) When the required technical staff or equipments are no longer available with the vendor or there is change in the production line of vendor. (vii) If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in the case of Limited Company, it is wound up or taken into liquidation. (viii) Or any other misdeeds which may cause financial loss or commercial disadvantage to DVC.
- 16.0 OTHERS:  
a. Bidder(s) are requested to submit PAN, EPF Registration certificate, ESI certificate, Bankers details and Account number, IFSC No., documents related to GST No.  
b. You are requested to submit your best offer along with copies of service tax registration if applicable,

GST, NOC from the Estate Office (for tenderers having address within DVC project area), and no relation certificate. In case of non-submission of NOC from Estate Office (for tenderers having address within DVC project area) your offer may not be considered for evaluation

c. In sending your quotation you will be deemed to have read, understood and accepted the tender and conditions stated in the Enquiry. DVC reserves the right not to accept the rate quoted by you and reject the offer without assigning any reason thereof.

d. The scope of order may increase/decrease depending upon the actual site requirement at the time of order.

e. Conditional discount will not be considered for bid evaluation. However, if the offer becomes L-1 offer DVC may accept discount while placing the order. Complete information on all the points as asked for in the enquiry should be given in the offer.

f. You should accept LD & SD clauses. If nothing is explicitly mentioned in the offer, it will be assumed that all the terms & conditions stated in the enquiry including LD & SD clauses are acceptable to you.

g. Contractor is hereby requested to obtain ESI code for establishment and registration of their employee. ESI act 1948 scheme will be applicable as per rule. All the statutory compliance of the rules including EPF will also have to be followed by the Contractor.

#### 17.0 SAFETY:

The contractor/ agency shall comply with all the requirements of the Factories Act, State Factories Rules as amended time to time, and all other statutory requirements as applicable to his work, like Indian Electricity Act, ESI Act (Wherever the facility is available), PF Act, Workmen's Compensation Act, and Motor Vehicles Act etc. He shall ensure compliance of all the responsibilities of the Occupier and Factory Manager as mentioned in the Factories Act, in his activities of work. Additionally, the contractor shall comply with all the Rules framed by DVC (Also referred here as DVC), relating to Safety of all those working/ present in the work place, and ensure compliance with all types of permit to work. He shall also comply with all directions given by the Engineer In-charge or Head of DVC Project Safety Deptt. Or their nominated representative with specific regard to Safety and Health of the workers.

#### 18.0 OTHER TERMS & CONDITION:

DVC General Condition of Contract (GCC) is applicable including safety and other clause; unless specified in contract.

#### 19.0 REVERSE E-AUCTION BIDDING:

1. This case file will conclude after reverse e-auction. 2. a) Detailed procedure, terms & conditions etc. are available in BUSINESS RULES FOR REVERSE BIDDING. b) For participating in the reverse e-auction, you have to get registered to bidding website: <https://etenders.gov.in/eprocure/app>. c) For guidance please follow the manual which is there in the website.

#### 20.0 EPF AND ESI:

Contractor is hereby requested to obtain ESI code for establishment and registration of their employee immediately to avoid any legal complications. ESI act 1948 scheme will be applicable as per rule. All the statutory compliance of the rules including EPF will also have to be followed by the Contractor. Statutory provisions are to be followed strictly as per Govt. Of India/Corporation's rule and the governing regulations which are the part of the contractor and in no case DVC is responsible for any shortcomings by the contractors for the said statutory clauses.

#### 21.0 COST OF TENDER SUBMISSION:

COST OF TENDER DOCUMENTS above mentioned is not applicable for this particular tender and Cost of tender to read as only off-line payment (in form of personal Cheque, Demand Draft) in favour of Sr. Additional Chief Accounts Officer, BTPS is allowed in place of ; The cost of tender documents is Nonrefundable. The Bidder will pay cost of tender documents through e-payment mode / electronic mode i.e. credit card, debit card / Net banking etc. Provision for NEFT/ RTGS has also been enabled. Moreover in case the bidder who do not have any credit card/ debit card or net banking facilities can use NEFT/ RTGS facilities for payment by downloading the challan from the web site and submit the same to nearest bank. The bidder shall upload the scan copy of payment details while uploading the tender.

#### 22.0 EXEMPTION FROM EMD & COST OF TENDER MAY BE READ AS GIVEN BELOW:

Micro and Small Enterprises registered with any National Small Industries Corporation(NSIC) / Khadi & Village Industries Commission/District Industries Centre/ Khadi & Village Industries Board/Coir Board/

Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro small and Medium Industries, MSEs registered under Udyog Aadhaar Memorandum (UAM) shall be exempted from payment of the COST OF TENDER DOCUMENTS & Bid Security/ EMD subject to submission/uploading of scan copy of the documentary evidence like valid Registration Certificate from Appropriate Govt. Authority in the website <https://etenders.gov.in/eprocure/app> [1] and also submit the hard copy of the uploaded documents in a separate envelope super scribing "MSME/NSIC CERTIFICATE" to the office of SUPERINTENDING ENGINEER(C&M), BTPS,DVC before the date and time set for bid submission (uploading). The above envelopes i.e. "BID SECURITY/EMD" OR "MSME/NSIC CERTIFICATE" (as applicable) should be sealed in an outer envelope super scribing on it, the nit no. and due date of opening. In case the Bidder is a Joint Venture / Consortium, all the members of Joint Venture / Consortium or the Joint Venture Company itself should be registered with such authority for seeking such exemption. Similarly, if the bidder is allowed to participate with an associate where the financial or the technical capability is fully meet by the associate, then both the bidder and its associate should be registered with such authority for seeking such exemption of Cost of Tender Documents & Bid Security /EMD. However, where the bidder is allowed to participate with an associate where only a part of the technical capability is meet by the associate, then the bidder should be registered with such authority for seeking such exemption.

#### 23.0 DOCUMENTS REQUIRED:

Bidder(s) are requested to submit PAN, GSTIN, Bankers details and Account number, IFSC. b) Bidders are requested to submit NRC (No Relation Certificate) c) Bidders have to submit NOC from the respective estate deptt. of DVC (if the address of the quotationer comes under DVC Project area). d) Bidders have to submit (hard copy in Original) & upload in e-tender, Letter of Bid in line with ANNEXURE-G, DETAILS OF BANKER in line with ANNEXURE- H, AFFIDAVIT in line with ANNEXURE-I, ANNEXURE-J, FORM-A along with the offer.

#### 24.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

With reference to O.M. No.-ED(C&M)/20-21/Security Deposit/573 Dated.13.04.2021 reduction in value of performance security from existing 10%(5% of DRIP Packages not presently funded by World Bank) to 3% for all kinds of procurements viz. Goods, consultancy, works, non-consulting services etc, due to pandemic situation under COVID-19, as a onetime measure for a specified period only.

You will have to furnish Security Deposit for an amount of 3 % of ordered value.

No Security Deposit-cum-Performance Guarantee is required for contract value upto Rs.1(One) lac.

Security deposit is to be furnished in the form of Insurance Security Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee (including e-bank guarantee) issued/confirmed from any of the commercial bank in India or online payment in an acceptable form. The earnest money/ EMD, wherever applicable, instead of being release may form part of the security deposit.

The successful tenderer will have to deposit as security, for satisfactory execution of the order, and for guaranteed performance of the supplied item/executed works or services for an amount equivalent to 3 % of the ordered value in the form of Bank Guarantee (as per DVC format)within 21 days from the date of issuance of WORK order, from any nationalized/ scheduled bank, and it should have validity initially for 32 months from the date of execution of BG. The said BG should be extended suitably covering the entire warranty period after despatch of materials.

The amount so deducted /accepted as SD to be refunded to the bidder without interest after completion of warranty/ guarantee/Defect Liability period as mentioned in the contract.

No payment, whatsoever will be made till the acceptance of SDBG/deposit of initial SD as the case may be as per the terms of the contract.

In case contractor fails to submit the Performance Security within 30 Days of the date of issuance of Purchase Order, DVC without prejudice to any other right or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the contract as per CANCELLATION/SHORT CLOSURE clause and may retender and in this re-tender such defaulting bidder will not be allowed to participate.The performance security will be forfeited and credited to DVC's account in the event of a breach of contract by the contractor / Supplier / Service provider.

In case of a JV, wherever applicable, the performance security shall be provided by all partners in proportion to their participation in the project.

## 25.0 AGREEMENT:

Immediately after receipt of order & submission and verification of the requisite performance security (wherever applicable) the successful bidder will have to execute an agreement with DVC as per the provisions of DVC norms. No payment will be made unless agreement is executed. The said agreement will be duly signed by the authorised representative of DVC and authorised signatory of Supplier/Contractor/ Service Provider/Consultant. Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement (wherever applicable) to the Supplier for signature, incorporating all agreements between the parties for execution. The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order. Such acknowledgements may not be required in low value contracts, below Rupees two and a half Lakh or when the bidders offer has been accepted in entirety, without any modifications. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required. Non- execution of contract agreement by the Supplier/Contractor/ Service Provider within 30 days from the date of issue of LOA/PO/Work Order, due to the fault of the Supplier/Contractor/ Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the contract as per CANCELLATION/SHORT CLOSURE clause and may retender and in this re-tender such defaulting bidder will not be allowed to participate.

## 26.0 IMPLEMENTATION OF INTEGRITY PACT:

DVC shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure (Y). The proforma has to be resubmitted by the bidder (along with the techno-commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorised to sign the bid. Any bid not accompanied by Integrity Pact proforma duly signed by the bidders, shall be rejected straightway. All pages of IP to be signed by the bidders, authorised signatory who signs the bid. In other words, entering into this Pact would be a preliminary qualification.

## 27.0 COMMUNICATION/ CONTACT NO:

For technical queries, if any, the bidders may contact with the following personnel:- (i) Shri R.R.Prasad, SE(C&M), BTPS, DVC, Bokaro Thermal, Mob: 9431566058 (ii) Smt. Nisha Kumari, SDE(E), C&M, BTPS, DVC, Bokaro Thermal, Mob: 9430300301,(iii) Mr. SHAILENDRA KUMAR, MS-II, DVC,BTPS, Bokaro Thermal, Mob:8789910538

## 28.0 LABOUR PAYMENT:

Contractor is required to pay the following statutory & Non- statutory components of central wages e.g Basic,, VDA, EPF(@13%), ESI(@3.25%0, Holiday payment(@3%), Retrenchment benefit (@4.92%),Annual leave payment(@5%), Bonus(@8.33%), Safety/Hazard allowance (@ Rs. 20/Manday),Allowances@1000/26 per Manday). All percentage are applicable for Basis + VDA.

## 29.0 NIGHT SHIFT ALLOWANCE:

Contractor is required to pay Night shift allowance (wherever applicable) as per effective night duty (@ Rs 25/ night/person or as circulated by HR Deptt. time to time )

## **OTHER TERMS AND CONDITIONS:**



**INSTRUCTION TO BIDDERS (ITB)**

**1.0 E-TENDERING CLAUSES**

- a) The Bidders must visit the website <https://etenders.gov.in/eprocure/app> to download the notification / blank tender documents relating to Tender No.DVC/Tender/BTPS/MS-II A/C&M/Works and Service/00017 Dated 28/11/2022.
- b) The detailed NIT includes Techno-Commercial Document and Price Bid document. These documents should be downloaded from the website.
- c) The Bidders must fill all the details in the Price-bid document and Techno-Commercial Document after going through the NIT. The specific instructions of filling in the details are mentioned in the documents itself. Bidders are requested to study the instructions carefully before filling the documents.
- d) After filling all the documents, the Bidder has to upload those documents in the website again.
- e) If the Bidder uploads the tender documents without filling them completely as per the instructions given in them, DVC reserves the right to reject the bid.
- f) Details of EMD must be filled in the space provided in the website. The scanned copies of the relevant documents must also be uploaded in the website in the "Document Library". The Bidder shall also have to submit the Hard Copy of the EMD (amount as mentioned in the NIT) in a separate envelope super scribed "BID SECURITY/EMD".
- g) Addendum/Corrigendum/modification/extension, if any, shall be published in the website(<https://etenders.gov.in/eprocure/app>) .
- h) DVC shall not be responsible in any way for any delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.
- i) For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICS), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours.
  - (i) Sk Nawajesh Rahman , e-mail ID [rnawajesh@gmail.com](mailto:rnawajesh@gmail.com)- Contact No. 9831683690
  - (ii) Miss Armistha Kangsa Banik, e-mail: [armistha.banik1989@gmail.com](mailto:armistha.banik1989@gmail.com) (Mob: 8240124812).

**2.0 PRE-BID CONFERENCE :**

The Bidder or his authorised representative may be invited to attend prebid conference before submitting the offer at the following address :

O/O SE(C&M),DVC, BTPS

The pre-bid conference shall be arranged on 21/12/2022(date, month, year) at 1100 Hrs.(time).

The purpose of the conference will be to clarify any issues regarding the bidding documents in general and the Technical specifications in particular and for quick disposal of the NIT.

The bidder is requested to submit questions in writing or by telephone / fax / e-mail to reach the Employer / Owner at the address indicated above, not later than 7 days before the pre-bid conference.

Record notes of the conference including the text of the questions raised and responses given will be transmitted without delay to all prospective Bidders who have purchased the Bidding Documents. Any modifications of basic technical specification of the Bidding Documents, which may become necessary as a result of the pre-bid conference, shall be made by the owner exclusively through an amendment of NIT and not through the record notes of the pre-bid conference with suitable extension of tender sale period and tender submission period.

Non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.

- 3.0 Before filling the offers, bidders are requested to go through the general conditions of Contract, DVC in order to familiarize with DVC's commercial terms & conditions, Cost Compensations for deviations and bid evaluation procedure.
- 4.0 The Bidders may visit the site(BTPS Plant) for any clarification/discussion on any point as felt necessary with respect to NIT before submission of bid. The costs of visiting the site shall be at the bidder's own expense.
- 5.0 DVC reserves the right not to accept the lowest rate quoted by a Tenderer and reject any or all the tenders and to split up and award the W.O. to more than one tenderer without assigning any reason thereof and may also increase or decrease the number of tendered quantities to be procured, if felt necessary.
- 6.0 On receipt of formal Work Order in duplicate, one copy shall be returned to the Work Order issuing authority within 15 days duly acknowledged with signature, seal of the firm with date as a mark of acceptance of the contract.
- 7.0 Unsigned offer uploaded by any bidder will not be considered valid.
- 8.0 Conditional discount will not be accepted for bid evaluation.
- 9.0 The tenderers who are found to be indulging in changing /adding or deleting the contents of the downloaded tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.
- 10.0 Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents which are incomplete, or with changed contents, the offer will summarily rejected.
- 11.0 Quotation submitted by the tenderers through fax/telegrams/e-mail will not be considered valid and conditional discount will not be accepted for bid evaluation.
- 12.0 All Taxes and duties must be clearly indicated in price bid.
- 13.0 If there is any discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, unit price shall prevail and total price will be corrected accordingly.
- 14.0 Price must be quoted in both figures and words and if there is any discrepancy ,the price quoted in words shall prevail.
- 15.0 **Note:Bidders will not be required to upload scanned copy of any document or to submit hard copy of any document for the techno-commercial evaluation process except the scanned copy of Letter of Bid, cost of tender document, EMD, document in support of exemption of EMD (if applicable), documents in support of QR criteria (the documents as mentioned in the QR of the NIT) besides submission of Hard Copy of cost of tender document and EMD before opening the tender. The information furnished by the bidders on-line along with on-line undertaking with Digital Signature Certificate in support of the authenticity of the facts, figures, information and documents furnished by them online will be accepted for the techno- commercial evaluation of the bids.**
- 15.1 The "**BID SECURITY/EMD**" i.e Cost of tender documents and Earnest Money deposit (for amount

as indicated in the tender documents) have to be furnished only in modes specified in the tender documents. The documents towards the same in **original** must reach SUPERINTENDING ENGINEER(C&M), O/O SE(C&M),DVC, BTPS.

15.2 The details of documents towards Cost of tender documents and Earnest Money deposit must be filled in the space provided in the website. The scanned copies of the EMD Documents also must be uploaded in "Document Library".

15.3 **Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/eprocure/app>. Do not submit hard copies of the offers.**

15.4 The bidders are also advised to keep on visiting the websites for any notification / amendment / addendum / corrigendum.

15.5 a. The bidder will have to submit the supporting documents in respect of cost of tender document and EMD in off-line mode i.e. in hard copy along with uploading the same in e-procurement portal mentioned in NIT either in person or by post which must be received in the office of tender inviting authority on any working day after e-publication of NIT and upto last date & time of submission of bid. DVC shall not be responsible for any postal delay in receipt of cost of tender document and EMD. In case the cost of tender document and EMD are not received within the aforesaid period, the bid will be out rightly rejected.

b. In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the bidder besides submission of Hard Copy before opening the tender. (Documentary evidence like valid registration certificate from appropriate government authority giving details such as, validity, stores etc.).

c. If the information furnished by bidder online are in agreement with the submitted instruments then the bidder will be evaluated as eligible for next step. The qualification in Techno commercial bid will be subject to the receipt and acceptance of cost of tender document and EMD.

15.6 The bidder will download the Letter of Bid, Techno- commercial Evaluation Sheet and the Price bid from the e-Procurement portal.

a. **Letter of Bid:** The letter of bid as per ANNEXURE-G is to be signed by the bidder and scanned copy of the same is to be uploaded during the time of submission of the bid. Letter of bid will be the covering letter of the bidder. The content if the letter of bid should be as per the format given in the NIT and should not contain any other information.

b. **Techno-commercial Parameter sheet:** The techno-commercial parameter sheet containing technical and commercial terms uploaded in the e-procurement portal is to be downloaded by the bidder and after filling the same in all respect, is to be uploaded during bid submission.

The bidder will have to accept the all techno-commercial and General Terms & Conditions of the NIT except which are spelt out in deviation sheet and cost thereof **along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line**. No conditional bid shall be accepted.

In the undertaking given by the bidder on-line, there will be provision for forfeiture of EMD and/or banning for participating in future tenders in DVC for one year wherever applicable, if any information given by the bidder on-line is found to be false at any stage which changes the eligibility status of the bidder.

c. **Price bid:** The price bid containing bill of quantity is to be downloaded by the prospective bidders and fill the same in all respect and upload it in the e-procurement portal during bid submission. The Price Bid which is incomplete and / or not submitted as per instruction given above will be rejected out rightly.

d. Bidders will not be required to upload scanned copy of any document or to submit hard copy of any document for the techno-commercial evaluation process except the scanned copy of Letter of Bid, techno commercial sheet, cost of tender document, EMD, document in support of exemption of EMD (if applicable) besides submission of Hard Copy of cost of tender document and EMD before opening the tender. **The information furnished by the bidders on-line along with on-line undertaking with Digital Signature Certificate in support of the authenticity of the facts, figures, information and documents furnished by them online will be accepted for the Techno-commercial evaluation of the bids.**

e. **Verification of documents:** (i) L1 Bidder/s (Based on the information/declaration furnished by them online) shall have to produce the documents (as required as per NIT) in original /self authenticated and attested by Public Notary, in support of the information furnished by them on-line, for verification on any working day within 10 days in case of domestic tenders and 15 days in case of global tenders from the date of notification by DVC. All bidder(s) shall also submit an affidavit (original) in line with annexure -I on a non-judicial stamp paper of Rs.10 regarding genuineness of the information furnished by him/them online and authenticity of the documents being produced by him/them, within the same time frame. No additional time will be allowed to the bidder for producing the required documents.

(ii) In case any bidder(s) fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by the bidder(s) on-line is found to be false during verification of documents, which changes the eligibility status of the bidder then EMD of the bidder(s) will be forfeited with caution letter to refrain in future and in event of 2nd instances EMD will be forfeited and banning of the bidder for one year from participating in future tender.

16.0 **Settlement of disputes and Arbitration :** As per clause no. 33 and Clause no. 20 (Optional Terms and Conditions of Contract) of GCC- 2016.

17.1 During bid evaluation the Employer may, at its discretion, ask the Bidder for a clarification on its bid. The request for clarification and the response there to shall be through e-mail only, and no change in the price or substance of the bid shall be sought, offered or permitted.

17.2 Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder to perform the contract at any stage during the entire bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of the Employer.

18.1 In case where the business firm happens to have been banned/suspended by `any establishment of DVC; / `Ministry of Power- Govt. of India; / `Department of Power & Non-conventional Energy Sources- Govt. of West Bengal; / `Department of Power & Non-conventional Energy Sources- Govt. of Jharkhand; and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorised agent/ distributor / dealer / affiliates shall not be considered for all establishments of DVC and in such case no bidder / intending bidder shall have any claim arising out of such action.

18.2 In case, the performance of a bidder in any contract of DVC is found to be unsatisfactory during last 2 years , they shall not be considered for this tender.

**QUALIFYING REQUIREMENTS:**

**A. TECHNICAL CREDENTIALS**

1. The bidder should have experience of having successfully executed:  
Erection & commissioning / AMC/ARC / Overhauling / Mechanical Maintenance of Turbine and / or Turbine Auxiliaries and / or Boiler and / or Boiler Auxiliaries and/ or Plant Water System in coal fired thermal power plant of unit capacity of 200 MW or above in SEB / Govt. / Semi Govt. / PSU / Other power utilities during last 7 years ending last day of month previous to the one in which offers are invited.

OR

Composite O&M / Maintenance work in which mechanical maintenance of work of plant water system are covered in coal fired thermal power plant of unit capacity of 200 MW or above in SEB / Govt. / Semi Govt. / PSU / Other power utilities during last 7 years ending last day of month previous to the one in which offers are invited.

Over and above the bidders should have successfully carried out erection / maintenance / servicing / overhauling of at least one vertical pump having a flow capacity of 10000 M<sup>3</sup>/hr or above either under a single contract or under a number of contracts irrespective of value.

- a. Three similar completed works each costing not less than the amount equal to 40% of the annual estimated cost. (i.e the amount equal to Rs.36,57,128.67).  
OR
- b. Two similar completed works each costing not less than the amount equal to 50% of the annual estimated cost. (i.e the amount equal to Rs.45,71,410.84)  
OR
- c. One similar completed work costing not less than the amount equal 80 % of the annual estimated cost. (i.e the amount equal to Rs.73,14,257.35)

\* **Completed Works means** : Bidder should submit the self-attested photocopies of work order/s, payment receipt documents with reference to the Work Order no and date or successful job completion certificate/s in respect of executed/ completed portion of work order with executed value even if the work has not been completed in totality (Subject to furnishing proof of executed value of the work in the form of certified copies of RA bills) shall be considered or any relevant documents, which is sufficient to prove the works completed or to be completed.

\* **Similar Works means** : Successful execution of Erection & commissioning / AMC/ARC/ Overhauling / Mechanical Maintenance of Turbine and / or Turbine Auxiliaries and / or Boiler and / or Boiler Auxiliaries and / or Plant Water System in coal fired thermal power plant of unit capacity of 200 MW or above in SEB / Govt. / Semi Govt. / PSU /Other power utilities during last 7 years ending last day of month previous to the one in which offers are invited.

OR

Composite O&M / Maintenance work in which mechanical maintenance of work of plant water system are covered in coal fired thermal power plant of unit capacity of 200 MW or above in SEB / Govt. / Semi Govt. / PSU / Other power utilities during last 7 years ending last day of month previous to the one in which offers are invited.

**B. FINANCIAL CREDENTIALS**

1. Average annual financial turnover during last (03) three financial years ending 31st March of the previous financial year should be at least 30% of the estimated cost(Rs.2742846.50) as financial QR.
2. In case where Audited results for the preceding financial year are not available, certification of financial statements from practicing Chartered Accountant shall also be considered acceptable.
3. Net Working Capital position or Access to credit facilities:  
Net Working capital should be considered for the last financial year. Net working capital or access to credit facilities (unutilised portion) on the date of NIT to be considered is to be arrived by the formula;  
$$= (3 \times \text{Cost Estimate}) / \text{Completion period in months (completion period less than 01 month to be considered as 01 month)} = \text{Rs.22,85,705.42}$$
  
Net working capital means the difference of sum of current assets and sum of current liabilities. Current assets means a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities means a sum of short term borrowings, trade payables, short term provision and other current liabilities.

**C. OTHER CREDENTIALS**

1. Goods and Services tax registration Certificates.
2. Status of organization (i.e., sole proprietorship/ partnership or company with documentary evidence).
3. EPF & ESI registration certificate.
4. PAN No. and Bank account particulars along with IFSC Code.
5. Certificate of No relation in DVC (in Original by the signatory of the bid).
6. NOC from the respective Estate Deptt. of DVC (if the address of the quotationer comes under DVC project area).

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Rajeev Ranjan Prasad  
SUPERINTENDING ENGINEER-TECHNICAL  
For & on behalf of Damodar Valley Corporation

**BUSINESS RULES FOR ON LINE REVERSE AUCTION / BIDDING**

**1. Definition of Key Terms - Reverse Auction / Bidding:**

**Reverse e-Auction:** Reverse e-Auction is used to procure items/services, where the requirement for one/more Markets of an item is stated and the participants are required to bid down the price to be selected to supply the requirement.

**On-line Reverse e-Auctions:** On-line Reverse e-Auctions refer to those Reverse e-Auctions conducted through the Internet with simultaneous bidding by the bidders (from one or more locations). In other words, the venue for the auction is on an Internet website/ platform. website URL (<https://etenders.gov.in/eprocure/app>) would constitute the venue for the purpose of the on-line auction.

**Award at the Reverse e-Auction:** The bidder quoting the lowest price is normally allotted the item unless otherwise specified by the Client. Price obtained at any stage in the event is valid and legally binding on the bidder.

**Client:** Client is DVC who has conducted such Reverse e-Auction. In case of Reverse e-Auction, the purpose would be to meet their requirement for item/s from among the sellers desiring to sell the items to the Client.

**Bidder / Tenderer:** Bidder is the individual/business entity participating in the Reverse e-Auction, intending to supply the item/s to the Client. To become a Bidder in the auction, a business entity has to secure client approval for participation and also provide written assent to the General Rules and Regulations.

**Elapse Time in Minutes:** It is the minute(s) before the auction end time and acts as a trigger for auto extension of auction. If a bid is received successfully within this minutes, the auction will be extended.

**Start Time:** Start time refers to the time of commencement of the conduct of the On-line auction. It signals the commencement of the Price Discovery process through competitive bidding.

**Duration of the Reverse e-Auction:** It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be extended/ curtailed.

**Auto Extension Times:** In the event of bids in the last few minutes of the Elapse time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are received in elapsed time The Inactivity Time for Auto Extension purpose is normally 5 minutes. DVC however, retain the right to change the same. The Inactivity Time applicable for the particular On-line Bid shall be communicated to the bidder if it will be set to a value less than 5 minutes.

**End of the Reverse e-Auction:** End of the Auction refers to the termination of the bidding event signalling an end to the price discovery process.

**Auction Report:** e-procurement portal would provide an Auction Report to the Client containing a summary of the auction proceedings (to replace by bidding event) and outcome.

**ID and Pass Word:** Bidders shall log into the e-procurement portal giving user id / password chosen during enrolment to participate in the Reverse e-Auction.

**Start -Bid Price:** "This is the price at which the bidding will start after sealed bids are obtained from the eligible vendors. This is the maximum price which the system will accept. Prices above the start bid price will be rejected by the system. The bidders will have to bid equal to or below the start bid price."

**Decrement value:** Minimum decrement is the minimum amount a supplier has to reduce in order to beat a higher bid. For example, if a bidder bids Rs. 10,00,000/- for a Market, others, in order to beat this bid, have to quote a lower price with a minimum decrement say of Rs. 20,000/- i.e. in order to be eligible they have to quote Rs. 9,80,000/- (or lower) for the same Market. This minimum decrement shall be pre-decided by DVC and will be in-built in the auction engine.

**Max Seal Percentage:** It defines maximum value a bidder can quote in multiples of incremental/ decrement value.

**In case of Reverse Auction,** in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decrement value up to above Max Seal %. For ex: Current price: - Rs. 49,000 Decrement value: - Rs. 1000 System Defined Maximum Seal %: - 50, in this case a bidder can quote minimum decrement amount as Rs. 49,000-1000= Rs. 48,000 and maximum decrement amount is 49000-24500-1000=23500=24000\*.

**2. Schedule for On Line Reverse e-Auction:**

The On Line Reverse e-Auction is tentatively scheduled on the date of opening of the Price Bid, The tentative timings is as below:

**Start Time: 03:00 pm**

**End Time: 04:00 pm**

**3. Bidding Extension Time:**

- a. If a valid bid is placed within 05 minutes of End Time of the Reverse e-Auction, then Reverse e-Auction duration shall get automatically extended for another 05 minutes from the existing end time.
- b. It may be noted that the auto-extension will take place only if a valid bid comes in those elapse time (say last 05 minutes).
- c. If a bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 05 minutes.
- d. The above process will continue till no bid is received in last 05 minutes which shall mark the completion of Reverse e-Auction.
- e. However, bidders are advised not to wait till the last moment to enter their bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.

**4. Post Bidding Procedure:**

DVC will proceed with the Closing Price received in the On Line Reverse e-Auction for further processing and for award considerations.

**5. Procedure of Reverse e-Auction:**

- a) All bidders shall submit their Initial Price Offer (financial bid) along with submission of Technical bid as per

schedule mentioned in Data Sheet online only.

b) The Initial Price Offers shall be evaluated to arrive at the lowest Initial Price Offer.

c) DVC reserves the right to fix the "Opening Price" i.e. the base price/ start price for Reverse e-Auction.

d) The "Opening Price" i.e. the start price for Reverse e-Auction will be as decided by DVC in Indian Rupees(INR) after evaluation of the Initial Price Offers.

e) Final price offer (L1 basis) from the techno-commercially qualified bidders (please see point no. 38 below) will be obtained through On Line Reverse e-Auction procedure on the e-platform of Government e-procurement system of NIC (GePNIC) under Central Public Procurement Portal (CPPP).

f) DVC shall upload the "Opening Price" i.e. the base price/ start price for On Line Reverse e-Auction and can be viewed by all the bidders at the start of the Reverse e-Auction.

g) During the On Line Reverse e-Auction the Qualified Bidders who are eligible for participating in the Reverse e-Auction shall be permitted to place their Final Price Offers provided that the Decrement value shall be at least the minimum decrement amount of 0.5% of "Opening Price" i.e. the base price/ start price.

h) Bidders, by offering a price equal to or lower than the "Next Valid Bid", can become "L1Bidder" and this continues as an iterative process.

i) After completion of the online Reverse e-Auction, the "Closing Price (CP)" shall be available for further processing.

j) Only those Bidders whose offers are found to be technically and commercially Responsive, shall be eligible (please see point no. 38 below) to participate in Reverse e-Auction process.

k) Online Reverse e-Auction shall be conducted by DVC on a pre-specified date and time, while the bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

l) All Bidders are advised to participate in the RA from their own office / own arrangement. In such an event the bidder has to make arrangement for ensuring connectivity throughout RA. For this option bidder shall be solely and exclusively responsible for ensuring continuance of connectivity. DVC shall, in no way, be responsible for the consequences arising out of disruption of connectivity. In case the bidder desires, efforts will be made to provide assistance from FMP Support Persons of M/s. National Informatics Centre Services Incorporated(NICSI) deputed at DVC, HQ, Kolkata during the reverse e-auction phase by deploying skilled persons from service provider / authorized representative at the participating vendor locations.

**Note: If no bid is received in the Bidding system/website within the specified time duration of the online Reverse e-Auction, then DVC may take decision for repeat Reverse Auction / Bidding on some other date and time or otherwise, at its sole discretion.**

#### **6. Terms and Conditions for Reverse e-Auction:**

Against this Tender enquiry for the subject package with detailed scope of Services as per bidding document, DVC shall resort to "ON LINE REVERSE e-AUCTION PROCEDURE". The philosophy followed for Reverse e-Auction shall be English Reverse (No ties).

1) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.

2) After completion of the Reverse e-Auction event, based on the final price quoted by the bidders in INR, successful bidder shall submit Price Schedule-Excel Sheet uploaded by DVC within 4 hours of conclusion of the Reverse e-Auction.

3) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse e-Auction (live auction):

- (a) Auction Start Price/Opening Price.
- (b) Decrement Price
- (c) Auction submitted date & time
- (d) Auction extended up to
- (e) Current price
- (f) My auction price
- (g) Maximum Seal

4) Once the Live auction is over, System will generate BoQ comparative chart showing the Names and Rates of Bidders quoted in the tender as well as (L1) Rates quoted by them in the Auction. Over all bid ranking of each bidder will be generated by system based on either Auction price or financial bid price. The chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder.

5) DVC reserves the right to cancel/reschedule/extend the Reverse e-Auction process/tender at any time, before ordering, without assigning any reason.

6) DVC shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of DVC shall be binding on the bidders.

7) Other terms and conditions shall be as per bidder's Techno-Commercial Proposals and as per DVC's Bidding documents and other correspondences, if any, till date.

8) Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse e-Auction.

9) For the Reverse e-Auction, technically and commercially acceptable bidders only shall be eligible to participate.

10) Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.

11) Business rules for Reverse e-Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.

12) Bidders have to accept 'Terms & Condition' and the 'Business Rules of Reverse e-Auction' before start of Reverse e-Auction. Without this, the bidder will not be eligible to submit bid in the Reverse e-Auction.

13) In line with the provisions of bidding document, DVC will provide the Price Schedule format in MS EXCEL sheet. (BOQ format)

14) On Line Reverse e-Auction will be conducted on scheduled date & time, which shall be intimated to the eligible bidders in advance.

15) After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail

Id, "Final percentage (%) decrement as quoted" during the online Reverse e-Auction duly signed by the authorized person, in the prescribed Price Schedule- Excel Sheet format, within four (4) hours of Bidding End Time without fail.

16) Bidders should acquaint themselves of the 'Business Rules of Reverse e-Auction' stipulated at above.

17) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant DVC guidelines, shall be initiated by DVC.

18) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.

19) Period of validity of Prices received through Reverse e-Auction shall be same as that of the period of validity of bids offered.

20) Bidders may note that, although extension time is 'X' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Price Bid.

21) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of DVC, bid process, bid technology, bid documentation and bid details.

22) It is brought to the attention of the bidders that the bid event will lead to the final price only.

23) Technical and other non-commercial queries (not impacting price) can only be routed to the DVC contact personnel indicated in the bidding documents.

24) Order finalization and post order activities would be transacted directly between successful bidder and DVC.

25) In case of any problem faced by the bidder during Reverse e-Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in the bid document.

26) Bidders are advised to visit the Bidding page and enter the 'Live Bidding' cockpit successfully well in advance to identify/rectify the problems to avoid last minute hitches.

27) DVC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.

28) Bidders may note that it may not be possible to extend any help, during Reverse e-Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.

29) For access to the Bidding site, the following URL is to be used: <https://etenders.gov.in/eprocure/app>. For user guidance please follow the manual which is there in the website.

30) No queries shall be entertained while Reverse e-Auction is in progress.

31) Final rate of individual items of the L1 bidder of Reverse e-Auction shall be calculated on the basis of same percentage (%) of reduction/ decrement for each items as that of received on item-wise price during the Reverse e-Auction from L1 bidder (L1 basis) over base price/opening price of Reverse e-Auction.

32) In the event of L-1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.

33) In the event of L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected. EMD will be forfeited.

**34) Note: All the Techno-commercially accepted tenderers after eliminating the H-1 tenderer will be allowed to participate in on-line Reverse e- Auction over internet for bidding. However, if the techno commercially complied bidders are less than five then all the tenderers will be allowed to participate in online Reverse e-Auction over internet for bidding.**

## **7. User Help:**

1) Log on to <https://etenders.gov.in/eprocure/app>.

2) Enter your Login ID & Password. Click on the link "Login".

3) You will reach your account Home Page, click on the tab "Live auctions" on and then click to view the auction information against respective the tender ID no. & Title

#Check points for starting real time Bidding

#Check the details of Reverse e-Auction participating for,

#Had taken the vendor training

#Correct Item name that is set for Reverse e-Auction

Note: In case of any difficulties facing during reverse-e-auction, the bidders are advised to contact FMP Support Persons of M/s. National Informatics Centre Services Incorporated(NICSI), (i) Mr. Sk Nawajesh Rahman, e-mail ID [rnawajesh@gmail.com](mailto:rnawajesh@gmail.com)- Contact No. 9831683690 & ii) Miss Armistha Kangsa Banik, e-mail: [armistha.banik1989@gmail.com](mailto:armistha.banik1989@gmail.com) (Mob: 8240124812)



**FORM - A**

**(To be submitted on Supplier's Letter Head)**

**Format for Acceptance of Commercial Terms, General Terms and Conditions and all other Terms of the RFQ**

We \_\_\_\_\_

(Supplier Name)

having registered office at \_\_\_\_\_

(address)

agree to all the Commercial, General & other Terms & Conditions listed in the

RFQ No. \_\_\_\_\_

dated \_\_\_\_\_

for procurement of \_\_\_\_\_ (item) through Reverse Auction.

We confirm that we are in a position to supply material and complete the job as per the specifications given in RFQ. We have also understood the Reverse Auction Process and the Reverse Auction rules and special instructions given in the RFQ. We agree to participate in the Reverse Auction and abide by the rules.

We nominate an executive, whose details are given below, to put the bids on our behalf. The details of the person authorized to bid on our behalf are as follows.

Name & Designation:

e-mail ID :

**Contact Phone Nos:**

Address :

(Signature & Seal)

Place:

Date

TECHNO-COMMERCIAL DEVIATION SCHEDULE

Bidder should agree to all the techno-commercial terms and conditions of the bid documents. However, deviation, if any, should be stated as per the following schedule and to be submitted along with the technocommercial bid failing which it will be presumed that all terms and conditions are acceptable to them. Deviations taken elsewhere and not brought out in the following deviation schedule, the same will not be accepted. The owner reserves the right to reject the offer on account of such deviations if the bidder, on advice of owner, does not withdraw the deviations.

NAME OF THE PROJECT: BOKARO THERMAL POWER STATION  
 YOUR NIT NO.: DVC/Tender/BTPS/MS-II A/C&M/Works and Service/00017  
 Bidder's NAME & ADDRESS  
 TO

\_\_\_\_\_ ( Purchaser's Name & Address )

Dear Sir,

Following are the deviations proposed by us relating to techno-commercial terms and conditions. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in the price bid failing which our bid may be rejected and Bid Security forfeited

SI No	Clause No.	Deviation

Date \_\_\_\_\_ ( signature ) \_\_\_\_\_

Place : \_\_\_\_\_ ( Name ) \_\_\_\_\_

( Designation ) \_\_\_\_\_

Common Seal \_\_\_\_\_

NOTE : If there are no deviation, this deviation schedule shall be submitted along with the techno-commercial bid duly signed and stamped after stating " NIL DEVIATIONS".

Cost of withdrawal of deviations

NAME OF THE PROJECT: BOKARO THERMAL POWER STATION

YOUR NIT NO.: DVC/Tender/BTPS/MS-II A/C&M/Works and Service/00017

BIDDER'S NAME & ADDRESS:

TO

\_\_\_\_\_  
( Purchaser's Name & Address )

Dear Sir,

Following are the deviations as proposed by us relating to techno-commercial terms and conditions. We are also furnishing below the cost of withdrawal for the deviations proposed by us. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment failing which our bid may be rejected and Bid Security forfeited.

SI No	Clause No	Deviation	Cost of Withdrawal in (RS)

Date \_\_\_\_\_ (signature ) \_\_\_\_\_

Place : \_\_\_\_\_ (Name ) \_\_\_\_\_

(Designation) \_\_\_\_\_

Common Seal \_\_\_\_\_

NOTE : Bidders may note that bids containing deviations without the cost of withdrawal price shall be considered as unresponsive offer and will be out rightly rejected. This schedule indicating the cost of withdrawal price for such deviations should be submitted along with the price bid only and will be taken into consideration for the purpose of bid evaluations.

(On non-judicial stamp paper of appropriate value)  
PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

To  
DAMODAR VALLEY CORPORATION  
DVC TOWERS : VIP ROAD  
KOLKATA-54.

BG NO.:  
DATE:

Dear Sir.

In accordance with your Notice Inviting Tender -----  
-----under your specification

No-----dated-----M/s----- (Name & full address of  
the firm) (Hereinafter called the Tenderer) hereby submit the Bank Guarantee:

Whereas to participate in the said tender for the following:

1. ----- (Name of the items to be supplied as per NIT)
2. -----
3. -----

It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs. ----- in respect to the tender, with Damodar Valley Corporation(\*) (hereinafter referred to as "Corporation") by a Bank Guarantee from a Nationalised Bank/ Schedule Bank/Foreign Bank irrevocable and operative till the validity of the offer(i.e.-----days from the date of opening of tender) for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs.----- to the Corporation as Earnest Money.

Now, therefore, we the ----- (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at----- (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the Corporation of the said guaranteed amount without any demur, reservation or recourse.

We, the aforesaid bank, further agree that the Corporation shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof to the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender Document and the decision of the Corporation that the Tender has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Corporation and it is further declared that it shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Corporation may have obtained or shall be obtained from the Tenderer at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealised under the Guarantee.

The right of the Corporation to recover the said amount of Rs. ----- (Rupees-----) from us in manner aforesaid will not be precluded/affected, even if, disputes have been raised by the said M/S----- (Tenderer) and/or dispute or disputes are pending before any authority, officer, tribunal, arbitrator(s) etc.

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. ----- (Rupees -----) only and our guarantee shall remain in force upto ----- and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the ----- all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Date -----

(Signature) -----

Place -----

(Printed N

## BANK GUARANTEE VERIFICATION CHECKLIST

CHECK LIST	YES	NO
<p>1.Does the Bank Guarantee compare verbatim with standard DVC Proforma for BG?</p> <p>2.A) Has the executing Officer of BG indicating his name, designation &amp; Power of Attorney No. / Signing Power number etc. on BG?</p> <p>B)In each page of BG duly signed/initiated by the executants and last page is signed with full particulars as required in the DVC/s standard proforma of BG and under the seal of the Bank.</p> <p>C)Is BG No. and date mentioned on all pages of the BG? D)Does the last page of the BG carry the signature of two witnesses alongside the signature of the executing Bank Manager?</p> <p>3.A) Is the BG on non-judicial stamp paper is issued not more than six months prior to date of execution of BG</p> <p>B) Is the date of sale of non-judicial stamp paper is issued not more than six months prior to date of execution of BG.</p> <p>4.A) Are the factual details such as Bid specification No./NIT No./LOA/PO no. contract price, etc. correct?</p> <p>B) Whether overwriting/cutting if any on the BG authenticated under signature &amp; seal of executants.</p> <p>5.Is the amount and validity of BG in line with contract provisions?</p> <p>6.Is the foreign bank guarantee, Confirmed by a Nationalized/scheduled bank in India (as applicable)?</p> <p>7.Whether the BG has been issued by a Nationalized Bank/Non-Nationalized Bank. Acceptable to DVC/Scheduled bank at India (the applicability of the Bank should be in line with the provisions of bidding Documents)</p>		

**(A) INSTRUCTION FOR FURNISHING BANK GUARANTEE :**

1. Bank Guarantee (B.G.) for Advance Payment, B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp Paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents.  
  
The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalized Bank/Scheduled Commercial Bank.  
**B.G. from Co-operative Bank/Rural Banks are not acceptable.**
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6(six) months of the purchase of such stamp paper shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with NIT/LOA etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract/Bid validity period, the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in NIT/LOA etc.
11. Issuing Bank/The Contractor are requested to mention the NIT/LOA etc. reference along with the B.G. No. for making any future queries to D.V.C.

## ANNEXURE- G

### Letter of Bid

To  
The Superintending Engineer (C&M)  
DVC, BTPS  
Bokaro Thermal, Bokaro, Jharkhand-829107.

Sub : ' ARC of Water Package of BTPS(1X500MW) '  
Ref: 1. NIT No: '-----'

Dear Sir(s),  
We offer to supply the materials/ execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the application fee/cost of Tender document and EMD being submitted by us has been furnished on-line.

I/We are a Micro/ Small Enterprise covered under the provision of Micro Small and Medium Enterprises Act' 2006 and registered with the authority of the State Government.

OR

I/We are not covered under the provision of Micro Small and Medium Enterprise Act, 2006

This Bid and our written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.  
Yours faithfully,

(Signature of Bidder OR  
Authorized person of bidder OR  
DSC Holder bidding online with authorization from bidder)

1. Name of Authorized Signatory
2. Type of Authorization
3. Name of the Bidder
4. Address
5. e-mail Address
6. Mobile Number
7. FAX Number
8. Telephone Number
9. Place
10. Date

**DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT  
Requirement for RTGS / CBS /NEFT**

- 1. Name of the Company/ Beneficiary:
- 2. Address:
- 3. Phone/ FAX Number :
- 4. Bank Particulars :
  - a) Bank Name:
  - b) Branch Name:
  - c) Branch Address:
  - d) Branch Telephone No.& FAX No:
  - e) Branch Code:
  - f) 9 Digit MICR No. of Branch (Enclose a cancelled Cheque):
  - g) 11 Digit IFSC Code of Bank Branch:
  - h) Bank Account No.:
  - i) Bank Account Type: Current / CC etc.:

We hereby declare that the particulars given are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, we would not hold DVC responsible.

Date:  
Place:

(Authorised Signatory)  
(Printed Name)  
(Designation) -----  
--  
(Name) -----  
-----  
Address-----  
-----

(Company Seal)

Bank Certification:

It is certified that above mentioned beneficiary holds a Bank Account No.----- with our branch and the Bank particulars mentioned above are correct.

Date:  
Place:

(Authorised Signatory)  
(Name)  
(Designation)  
(Authorisation No.)

(Bank Seal)

**ANNEXURE- I**

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER**

**(for genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)**

**[Non Judicial Stamp Paper (minimum value of Rs.10)]**

**A F F I D A V I T**

I/We, \_\_\_\_\_, authorized representative of M/s. \_\_\_\_\_ solemnly

declare that :

1. I/We am/are submitting tender for supply/works/services of

\_\_\_\_\_ against NIT No. \_\_\_\_\_ dated \_\_\_\_\_, vide Bid ID \_\_\_\_\_.

2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

3. I/We and our affiliates is/are not banned/suspended by 'any establishment of DVC' / 'Ministry of Power-Govt. of India' / 'Department of Power & Non-conventional Energy Sources- Govt. of West Bengal' / 'Department of Power & Non-conventional Energy Sources- Govt. of Jharkhand'.

OR

I/We and our affiliates have been banned/suspended by 'any establishment of DVC' / 'Ministry of Power-Govt. of India' / 'Department of Power & Non-conventional Energy Sources- Govt. of West Bengal' / 'Department of Power & Non-conventional Energy Sources- Govt. of Jharkhand', named

" \_\_\_\_\_ " for a period of \_\_\_\_\_ year/s, effective from \_\_\_\_\_ to \_\_\_\_\_.

4. All scanned copy of documents, wherever applicable, uploaded by me / us in support of the information furnished online by me / us towards eligibility are valid and authentic.

5. I/We are a Micro/ Small Enterprise covered under the provision of Micro Small and Medium Enterprises Act'2006 and registered with the authority of the State Government.

OR

I/We are not covered under the provision of Micro Small and Medium Enterprise Act, 2006.

6. If any information furnished by me / us online and scanned copy of documents uploaded in support of the information by me / us towards eligibility is found to be false / incorrect at any time, DVC may cancel my Tender and penal action as deemed fit may be taken against me / us , including termination of the contract , forfeiture of Earnest Money and banning / delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.

**Signature of the Tenderer**

**Dated:**

**Signature and Seal of Notary**



(To be uploaded by the Digital Signature Certificate Holder)

ON NON JUDICIAL STAMP PAPER

TO WHOM IT MAY CONCERN

This is to certify that <Name of DSC Holder>of M/s <Name of participating Firm / Company> has the authority to sign the bids using his digital signature and any document (s) in hardcopy pertaining to DVC Tender No. \_\_\_\_\_ dated \_\_\_\_\_ using his official usual signature and the bid shall be binding upon us during the full period of its validity.

Signature of <Name of DSC Holder> is duly attested hereunder.

Thanking you

Yours faithfully

\_\_\_\_\_  
<Signature of the Attesting Authority of the Company>

Signature of <Name of DSC Holder> of M/s <Name of participating Firm / Company>

Attested by <Name of Attesting Authority>

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

Stamp

Notarized by

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

Stamp

## List of Commercial Banks as per RBI (Source RBI Website dt. 08-06-2012)

1	Abu Dhabi Commercial Bank Ltd.
2	American Express Bank Ltd.
3	Arab Bangladesh Bank Limited
4	Allahabad Bank
5	Andhra Bank
6	Antwerp Diamond Bank N.V.
7	Axis Bank Ltd.
8	Bank Internasional Indonesia
9	Bank of America N.A.
10	Bank of Bahrain & Kuwait BSC
11	Barclays Bank Plc
12	BNP PARIBAS
13	Bank of Ceylon
14	Bharat Overseas Bank Ltd.
15	Bank of Baroda
16	Bank of India
17	Bank of Maharashtra
18	Canara Bank
19	Central Bank of India
20	Calyon Bank
21	Citibank N.A.
22	Cho Hung Bank
23	Chinatrust Commercial Bank Ltd.
24	Centurion Bank of Punjab Limited
25	City Union Bank Ltd.
26	Coastal Local Area Bank Ltd.
27	Corporation Bank
28	Catholic Syrian Bank Ltd.
29	Deutsche Bank AG
30	Development Credit Bank Ltd.
31	Dena Bank
32	IndusInd Bank Limited
33	ICICI Bank
34	IDBI Bank Limited
35	Indian Bank
36	Indian Overseas Bank

37	Industrial Development Bank of India
38	ING Vysya Bank
39	J P Morgan Chase Bank, National Association
40	Krung Thai Bank Public Company Limited
41	Kotak Mahindra Bank Limited
42	Karnataka Bank
43	Karur Vysya Bank Limited.
44	Lord Krishna Bank Ltd.
45	Mashreqbank psc
46	Mizuho Corporate Bank Ltd.
47	Oman International Bank S A O G
48	Oriental Bank of Commerce
49	Punjab & Sind Bank
50	Punjab National Bank
51	Societe Generale
52	Sonali Bank
53	Standard Chartered Bank
54	State Bank of Mauritius Ltd.
55	SBI Commercial and International Bank Ltd.
56	State Bank of Bikaner and Jaipur
57	State Bank of Hyderabad
58	State Bank of India
59	State Bank of Indore
60	State Bank of Mysore
61	State Bank of Patiala
62	State Bank of Saurashtra
63	State Bank of Travancore
64	Syndicate Bank
65	The Bank of Nova Scotia
66	The Bank of Tokyo-Mitsubishi, Ltd.
67	The Development Bank of Singapore Ltd. (DBS Bank Ltd.)
68	The Hongkong & Shanghai Banking Corporation Ltd.
69	Tamilnad Mercantile Bank Ltd.
70	The Bank of Rajasthan Limited
71	The Dhanalakshmi Bank Limited.
72	The Federal Bank Ltd.
73	The HDFC Bank Ltd.
74	The Jammu & Kashmir Bank Ltd.
75	The Nainital Bank Ltd.

76	The Sangli Bank Ltd.
77	The South Indian Bank Ltd.
78	The Ratnakar Bank Ltd.
79	The Royal Bank of Scotland N.V.
80	The Lakshmi Vilas Bank Ltd
81	UCO Bank
82	Union Bank of India
83	United Bank Of India
84	Vijaya Bank
85	Yes Bank

## **INTEGRITY PACT**

Between

**Damodar Valley Corporation (DVC)**, hereinafter referred to as "The Principal"

AND

---

hereinafter referred to as "The Bidder/ Contractor"

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract(s) for \_\_\_\_\_ The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its bidder(s) and/or contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **SECTION-1: COMMITMENTS OF THE PRINCIPAL**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in the tender process or contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **SECTION-2: COMMITMENTS OF THE BIDDER(S)/CONTRACTOR(S)**

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit, which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or, understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on the Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative shall be in Indian Rupees only. Copy of the "Guidelines on the Indian Agents of Foreign Suppliers" is attached.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **SECTION-3: DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression

through a violation of section-II above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify such Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed and to take action as per the procedure of "Banning of business dealings" of the Principal.

#### **SECTION-4: COMPENSATION FOR DAMAGES**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security deposit cum Performance Bank Guarantee, and if the amount of damage exceeds the amount of Security Deposit cum Performance Bank Guarantee, then the Principal shall be entitled to recover the balance amount of damage from the Contractor either in cash or from the amount payable and due from such Contractor in other contracts being executed by him with DVC.

#### **SECTION-5: PREVIOUS TRANSGRESSION**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure of "Banning of business dealings" of the Principal.

#### **SECTION 6: EQUAL TREATMENT OF ALL BIDDERS/ CONTRACTORS/ SUB-CONTRACTORS**

1. In case of Subcontracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the subcontractor.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tendering process all bidders who do not sign this Pact or violate its provisions.

#### **SECTION-7: CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S) / CONTRACTOR(S) / SUBCONTRACTOR(S)**

If the Principal obtains knowledge of conduct of a Bidder/Contractor, or Subcontractor, or of an employee or a representative or an associate of the Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **SECTION-8: INDEPENDENT EXTERNAL MONITOR**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central vigilance Commission as follows:

SI No	Name	Address	E-Ma
1.	Shri Bam Bahadur Singh, Ex-CMD, MSTC	Flat no. 1802, Uniworld City, New Town, Rajarhat, Kolkata, West Bengal. PIN: 700160	bbsinghbeml@gmail.com
2.	Dr. Atanu Purkayastha, IAS (Retd.)	DII/113, Kaka Nagar, Dr. Zakir Hussain Road, New Delhi. PIN: 110003	dratanu2011@gmail.com

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, DVC.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DVC and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-

binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, DVC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman DVC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DVC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

**SECTION- 9: PACT DURATION**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation on the same would entail disqualification of the bidders and exclusion from future business dealings.

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

**SECTION-10: OTHER PROVISIONS**

1. This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of DVC)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Witness 1: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

Witness 2: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

## **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender of DVC.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public / original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary/ retainer ship being paid by the principal to the agent before the placement of order by DVC.

1.2 Wherever the Indian representative have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

## **2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer.

2.1.1 The name and address of the agents/representatives of India, if any and the extent of authorization and authority given to commit the Principals, in case the agent/ representative be a foreign company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by DVC in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission / remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by DVC in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the term of payment will provide for payment of the commission / remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligation under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph- 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by DVC. Besides this there would be a penalty of banning business dealing with DVC or damage or payment of a named sum.



# CERTIFICATE

## (Bidder's Letterhead)

1. We certify that we have read the orders of Department of Industrial Policy and Promotion, MoC&I, GOI vide No. P-45021/2/2017-B.E.-II dated 15.06.2017 [Public Procurement (Preference to Make in India) Order'2017] and its subsequent revisions/amendments issued by MoF, GOI and by MoP, GOI time to time.

We further certify that we follow all requirements in this regard (wherever applicable) and are eligible to be considered.

2. We certify that we have read the orders of Department of Expenditure, Public Procurement Division, MoF, GOI vide F.No.6/18/2019-PPD dated 23/07/2020 (Public Procurement No.1 & Public Procurement No.2) and dated 24/07/2020 (Public Procurement No.3) and its subsequent revisions/amendments issued by MoF, GOI time to time, regarding requirement of registration with the Committee of DPIIT, MoC&I, GOI for "procurement from a bidder (including its Collaborator/Associate/ 'DJU Partner' / 'JV partner' / 'Consortium Member' /Assignee, wherever applicable)", "sub-contracting works to any contractors" and "procurement of goods by the bidder directly/indirectly from the vendors" of a country which shares a land border with India (except for the Countries to which the Government of India has extended lines of credit or, in which the Government of India is engaged in development projects).

We further certify that we fulfill all requirements in this regard (wherever applicable) and are eligible to be considered.

3. We certify that we have read the MoP, GOI's orders vide no. 25-11/6/2018-PG dated 02.07.2020 & vide no. 11/05/2018-Coord dated 23.07.2020 and its subsequent revisions/amendments issued by MoP, GOI time to time with regards to "testing of imported items to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, considering vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber-attacks through malware / Trojans etc. embedded in imported equipment".

We further certify that we will follow all requirements in this regard (wherever applicable) and are eligible to be considered.

Date:

Place:

(Authorised Signatory)

(Printed Name)

(Designation) \_\_\_\_\_

(Name) \_\_\_\_\_

Address \_\_\_\_\_

(Company Seal)