



**DAMODAR VALLEY CORPORATION
(ESTABLISHED BY ACT XIV OF 1948)**

NIT
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DAMODAR VALLEY CORPORATION

TENDER DOCUMENTS FOR

“STRENGTHENING, RETROFITTING, BUTRESSING & FURTHER RAISING OF ASH DYKE OF MEJIA THERMAL POWER STATION, DVC”

NIT NO.: DVC/Tender/Head Quarter/Engineering/CMM/Works and Service/00033 dated 10-02-2023

(Domestic Competitive Bidding)

(This document is meant for the exclusive purpose of bidding against this Bid Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

“THROUGH e-TENDERING PROCESS ONLY”



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ASH DYKE OF MEJIA THERMAL POWER STATION, DVC.

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OF MEJIA THERMAL POWER STATION, DVC”**

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(Domestic Competitive Bidding followed by On Line Reverse e-Auction)

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VOLUME - I

SECTION - I

INVITATION FOR BIDS (IFB)



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NIT No.: DVC/Tender/Head Quarter/Engineering/CMM/Works and Service/00033 dated 10-02-2023

1.0 Damodar Valley Corporation (DVC) invites bid from eligible bidders on e-Tendering mode [“Single Stage - Three Envelopes basis”, followed by “On-line Reverse Auction”] for **“STRENGTHENING, RETROFITTING, BUTRESSING & FURTHER RAISING OF ASH DYKE OF MEJIA THERMAL POWER STATION, DVC”** as per the Scope mentioned in Vol-II of this NIT documents following the terms & conditions of this NIT.

Only ‘Class-I local suppliers’ are eligible to participate in this tender, as defined in the NIT documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT, MoF, GOI. The bidders have to submit the declaration (along with other documents) regarding Local content included in their bid price in this regard, as per the format provided in the NIT. The minimum local content shall be 60% for ‘Class-I local supplier’.

2.0 Each Bidder have to submit Bid Security alongwith the documents of Envelope-I, within the stipulated bid submission closing date and time at the address given below. **Any bid not accompanied by an acceptable Bid Security document shall be treated by the Employer as non-responsive and shall not be opened.**

3.0 BID SECURITY / EARNEST MONEY DEPOSIT (EMD):

Rs 2,77,48,248/- (Rupees Two Crores Seventy Seven Lakh Forty Eight Thousand Two Hundred and forty eight) only.

4.0 COST OF TENDER DOCUMENTS:

Rs 35,000/- (Rupees Thirty Five Thousand only including GST). (Not refundable)

5.0 BIDDING SCHEDULE:

Tender Document downloading Period	From 11.02.2023 at 11:00 Hrs (IST) to 20.03.2023 at 12:00 Hrs.(IST)
Last Date of Submission of Pre-Bid Queries (Online)	23.02.2023 at 18:00 Hrs. (IST)
Date & Time of pre-bid conference (through virtual mode)	23.02.2023 at 12:00 Hrs. (IST)
Last date & time of “Uploading of [“Filled up Envelope2 (Excel Sheet) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT” & “Envelope3 (Excel Sheet) in Template Format”] <u>Online</u> ” and “Submission of hard copies of [Envelope1] <u>Offline</u> ”.	20.03.2023 at 11:00 Hrs.(IST)
Bid Opening Date & Time of “hard copies of [Envelope1] <u>Offline</u> ”.	21.03.2023 after 11:30 Hrs.(IST)
Bid Opening Date & Time of [“Envelope2 (Excel Sheet) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT”] <u>Online</u> ” as per the Terms & Conditions of NIT.	21.03.2023 after 12:00 Hrs.(IST)
Bid Opening Date & Time of “Envelope3 (Excel Sheet) in Template Format” <u>Online</u> as per the Terms & Conditions of NIT.	At a date & time to be notified by DVC in due course.



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Date and Time of Online Reverse Auction as per the Terms & Conditions of NIT.	After Two (2) hr. from opening of the Envelope3 (Excel Sheet).
Submission of Hard copies of all the documents for Envelope2, by the lowest evaluated Bidder after the Reverse Auction Process and as per the evaluation criteria as mentioned in this NIT, for DVC's verification and record as per the Terms & Conditions of NIT.	Within 10 days from opening of the Price Bid.

The details are available at CPP Portal (Central public Procurement Portal) <https://etenders.gov.in/eprocure/app> and in www.dvc.gov.in (For information only).

Any addendum/corrigendum /extension, if required, pertaining to this NIT will be hosted in <https://etenders.gov.in/eprocure/app> only. Bidders are requested to visit website <https://etenders.gov.in/eprocure/app> regularly for any addendum/corrigendum/extension till opening of the Bids.

6.0 Qualifying Requirement:

The bidders should meet the qualifying requirements stipulated herein as under:

1. Qualifying Requirements on Technical Capability:

The bidder should have executed the following works within the preceding seven (7) years reckoned as on the date of Techno-commercial bid opening:

- i) At least one earthen dam work or ash dyke work or reservoir embankment work of maximum height not less than 4.0 m, in one contract.

And

- ii) A cumulative progress of at least 10.39 Lakhs Cu.m. of earthwork in earthen dam work or ash dyke work or reservoir embankment work or canal embankment work in any (01) year period, in one (01) or maximum two (02) contracts.

Notes for clause 6.0 (1):

The following notes (a to i) explain in detail, the intention of various terms in Qualifying Requirements:

- a) Earth dams, ash dykes and reservoir embankments, which are designed as water retaining structures, shall be qualified for this work. However, canal embankments, guide bunds along water courses shall be considered for qualification under clause 6.0 (1)(ii) only. All other types of earthworks such as road embankments, railway embankments, site levelling works etc. shall not be qualified.
- b) Sand / substitute filter media as filter either in chimney or in blanket or both, used in embankment shall be considered in earthwork quantity calculations. Rock toe shall not be considered.



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- c) For embankments / reservoir / dyke, the height and quantities shall be considered above formation level upto dyke top for Qualifying Requirements purpose. However, in case of ash dyke raising works, for both inward/ upstream & outward/ centre line methods, the height of dyke shall be considered from the stripped level of ash inside the lagoon for qualifying requirement purpose. "Formation level" means bottom of stripped level for the dyke formation. The earthwork in cut off trench (COT) shall be included for quantity estimation for qualifying requirement under clause 6.0 (1)(ii). However, the depth of COT shall not be considered for the height calculation for qualifying requirement under clause 6.0 (1)(i).
- d) Wherever the ash dykes and other embankments are constructed in different contracts, the height applicable to individual contract only and not the cumulative effect shall be considered for the purpose of determining compliance of clause 6.0 (1)(i). For example, where the contract is for raising an embankment, only the raising portion shall be considered and not the earlier starter dyke.
- e) In clause 6.0 (1) above, the word "executed" means the bidder should have achieved the criterion specified in the Qualifying Requirements, even if the contract(s) is not completed/ closed.
- f) In clause 6.0 (1) (i) above, Bidder should have constructed entire Qualifying height of embankment work specified in the qualifying requirements, within the preceding seven (7) years period, even if the contract has been started earlier and/or is not completed /closed.
- g) The "one (1) year period" means any continuous 12 months period for both one or maximum two contracts.
- h) In case of works stipulated in 6.0 (1)(ii) above, the word "earthwork" shall mean earth/ash. The quantity of earthwork in filling only will be considered for qualification.
- i) Reference work executed by a Bidder as a sub-contractor may also be considered provided the certificate issued by main contractor is duly certified by Owner/Project Authority specifying the scope of work executed by the subcontractor in support of qualifying requirements.

2. Qualifying Requirements on Financial Capability:

- (a) Net working capital should be considered for the last financial year. Net working capital or access to credit facilities (unutilized portion) on the date of NIT shall not be less than Rs. 17,34,26,549 /- only.

Net working capital means the difference of sum of current assets and sum of current liabilities. Current assets mean a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities mean a sum of short-term borrowings, trade payables, short term provision and other current liabilities.

- (b) The Average annual turnover of the bidder for the best 03 years out of last 05 financial years shall not be less than Rs. 104,05,59,295 /- only.

Other income shall not be considered for arriving at annual turnover.



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- (c) Net worth of the bidder as on the last day of the preceding financial year shall not be less than 100% of the paid-up share capital.

Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus

- (d) Companies/Organisation under Board for Industrial Finance and Reconstruction (BIFR)/National Company Law Tribunal (NCLT) Or Companies/Organisation under Debt Recovery Tribunal (DRT)/ Companies/ Organisation, who have applied for Corporate Debt Restructuring (CDR) in last two financial years shall not be considered for bid qualification. A certificate of practicing Chartered Accountant must be produced by the bidder(s) that the bidder(s) does/do not fall under the above criteria.

Notes for financial Criteria for all clauses of Sl. No. (6.0)(2) above: -

1. In compliance to above Financial QR the bidder shall submit copy of Audited annual accounts including Balance sheet and profit & Loss Account statements for the last 05 (five) financial years.
2. In case where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

Notes on both Sl. No. (1) and Sl. No. (2) of (6.0) Qualifying Requirement:

- i. The bidder may be a joint venture Company incorporated in India and registered under the Companies act 1956, provided that eligibility criteria of individual bidder mentioned at NIT is met by one of the promoters or jointly by more than one promoter. Each promoter company on the basis of whom the joint venture company gets qualified shall have minimum 26% equity in the JV Company. The equity shall be locked in at least for a period of 5 years from the date of bid opening or till the completion of the warranty period of the work whichever is later. The bidder and the promoter company (ies) on whose strength the JV Company is qualified, shall be jointly and severally liable for the execution of the contract and an undertaking to this effect shall be submitted along with the bid. In case of award, the said promoter company (ies) shall be required to give separate on demand bank guarantee for an amount equal to 1% of the total contract price in addition to the contract performance guarantee of 3% of contract value. The performance security shall be provided by all partners in proportion to their participation in the project. No JVC partner shall be allowed to bid independently or as a member in a consortium for this bid.
- ii. Bidder may take part in the bidding process with associates, provided he has to satisfy either Technical or Financial QR as firmed up above in full and he associates with a single firm for covering the other deficiency of QR part of individual bidder specified in NIT. In



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such a case the bidder shall furnish undertaking jointly executed by him and his associate for successful performance of the relevant system along with the bid. In case of award, associate shall be required to furnish bank guarantee for 3.0% (three per cent) of contract price of the work value in addition to the contract performance guarantee of 3% (three per cent) of contract value to be furnished by the bidder.

- iii. In case, bidder is a JVC and does not meet financial requirements stated in NIT, the financial capability of at least one of the JVC partners on whose experience the qualification is sought, shall meet the financial QR.

The lead partner shall be authorized to incur liabilities and receive instruction for and / or on behalf of partners of Joint Venture and the entire execution of the contract including receipt of payment shall be done exclusively through lead partners. The authorization shall be authenticated by submitting power of attorney signed by the legally authorized signatories of the all the partners as per proforma of DVC enclosed with NIT.

- iv. All the partners of the Joint Venture Companies shall be liable jointly and severally for the execution of the contract, if awarded, in accordance with the settled terms & conditions and a copy of agreement entered into by the joint venture partners having such provision shall be submitted with the bid. A statement to this effect shall be included in the authorization mentioned under above clause.
- v. The joint ventures of the firms shall furnish all the required information as asked for in the NIT / GCC / Specification in respect of each of their partners in their bid. In case of successful bid, the form of agreement shall be signed so as to be legally binding on all the partners. The format of the power of attorney and other documents to be submitted by Joint Venture Partners are enclosed with NIT.

7.0 Bidders shall upload all the scanned documents towards qualifying requirement along with other documents in Envelope2 as per NIT conditions during submission of bid online for techno-commercial evaluation and compliance thereof. Scanned copy of following documents are also required to be uploaded in envelope2 as per the stipulation of the NIT:

- i. Unutilized line of credit for fund based and non-fund based limits in case of access to credit facilities on the date of NIT from their bankers.**
- ii. Organization Set up giving details of Manpower, Plants and Machineries.**
- iii. Copy of PAN, GST Registration Certificate.**
- iv. Copy of EPF and ESI Registration Certificate. In case the bidder does not possess document i.r.o. EPF Registration and ESI Registration, he must submit an undertaking to this effect clearly stating that he shall submit the documents before commencement of contract.**
- v. Company Registration Certificate in case of Limited/ Public Limited Company/ Partnership deed in case of Partnership Company/ Affidavit duly notarized in case of sole proprietorship Business, as the case may be.**
- vi. Any other documents specified in tender document.**



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Note:

Self-attested & Notarised by Public Notary / Original documents with respect to the above are also required to be submitted, whenever requested by the owner (DVC) for verification of documents / other purpose as per stipulation of the NIT.

- 8.0** The Tender shall be processed only through Government e-procurement system of NIC (Ge PNIC) under Central Public Procurement Portal (CPPP) (URL: <https://etenders.gov.in/eprocure/app>).

Valid Digital Signature Certificate (DSC of Class 2 or, Class 3 category) is mandatory to participate in e-tendering under CPP Portal (URL: <https://etenders.gov.in/eprocure/app>). The certificate may be obtained from any of the authorised agencies of CCA (Controller of Certifying Authorities)] on Bidder's own cost.

Bidders are advised to go through “**Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal**”, “**Information about DSC**”, “**Bidders Manual Kit**”, “**Site compatibility**” & “**FAQ**” links available on the login page of the e-Tender portal for guidelines, bidder enrolment, procedures for downloading of Tender Documents & uploading of Bids and system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & e-mail IDs mentioned at the e-tender portal.

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-tender 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>.



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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) Mr. Sk Nawajesh Rahman, e-mail: rnawajesh@gmail.com (Contact No. 9831683690)
- (ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Contact No.: 8240124812).

9.0 Bidders have to pay the Cost of the Tender documents (non-refundable) as mentioned in clause 2.0 above only in the form of a Crossed Account Payee Demand Draft in favour of "Damodar Valley Corporation", payable at Kolkata, original in Envelope1.

10.0 DVC shall not be responsible in any way for any delay/ difficulties/ inaccessibility of the downloading or uploading facility from the website for any reason whatsoever.

11.0 Downloading of Tender Documents by any Bidder shall not construe that such Bidder is considered to be qualified. Transfer of Tender Documents downloaded by one intending bidder to another is not permissible.

12.0 In case of any discrepancies found between the downloaded tender documents from the website and the master copy available in the website <https://etenders.gov.in/eprocure/app>, the later shall prevail and will be binding on the tenderer(s). No claim/appeal on this account will be entertained or given cognizance.

13.0 DVC reserves the right to reject any or all bids or cancel/withdraw the Invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

14.0 Notwithstanding anything stated above, the owner reserves the right to request for any additional information and also reserves the right to reject the tender of any bidder, if in the opinion of the owner, the qualification data/requested information is incomplete and/or the bidder is found not qualified to satisfactorily perform the work.

15.0 Bids ["Envelope1 offline" and "Envelope2 (Excel Sheet) & Scan copies of all the documents for Envelope2 as mentioned in the NIT online" and "Envelope3 (Excel Sheet) in Template Format online"] received by DVC after last date & time of Bid Submission/Uploading period will not be considered at all and DVC authorities will not take any responsibility to accept the same.

The names and designation along with e-mail address of two officers specially assigned by the organisation for receiving (i) online pre-bid queries, (ii) hard copy (Offline) of Envelope1 (iii) submission of all the documents for Envelope2 by the L1 Bidder, as mentioned in the NIT, (iii) future correspondence, are mentioned below:

- (i) Sri P Mallick, DCE (M), C&M Dept., 3rd Floor, DVC Towers, Kolkata-54.
Mobile No. 7980828117; E-mail id: pallab.mallick@dvc.gov.in



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- (ii) Sri S Chanda, SE (E), C&M Dept., 3rd Floor, DVC Towers, Kolkata-54.
Mobile No. 9939350399 ,E-mail id: sandip.chanda@dvc.gov.in

No person other than those mentioned above is authorised to receive the aforesaid documents (off-line and/or, online).

16.0 ADDRESS FOR COMMUNICATION:

The Chief Engineer (E),
C&M Department, 3rd Floor,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata, West Bengal, Pin: 700054, India
E-mail: amitava.maity@dvc.gov.in; Tel No. 033-6607-2321



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VOLUME – I

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)



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1.0 COST OF BIDDING

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

2.0 CLARIFICATION ON TENDER DOCUMENTS

A prospective Bidder requiring any clarification to the Tender documents may notify the Employer through e-mail to the two officers specially assigned for receiving Pre-Bid queries as mentioned in above, within the date as mentioned in Bidding Schedule above.

The Employer will respond in the Pre-Bid discussion and the Pre-Bid replies will be hosted through <https://etenders.gov.in/eprocure/app> within 7 days before the last date for submission of Bid. **The Pre-bid conference shall be held virtually through electronic mode on the date & time as given in IFB clause. Link for the meeting is as follows:**

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDMyZWRiM2ItN2RkNy00NGRhLWE4MTAtMzE2OGQ2NWY0ZDIi%40thread.v2/0?context=%7b%22Tid%22%3a%22cf94827a-bc3d-4b63-8feb-432960d2d81b%22%2c%22Oid%22%3a%22e782921-aa0f-4461-9ba5-e2959b7d04d3%22%7d

The information contained in all the pre-Bid replies will have to be taken into account by the Bidder in its Bid.

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

3.0 AMENDMENT TO TENDER DOCUMENTS

At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the Tender documents. The amendment will be notified only on the <https://etenders.gov.in/eprocure/app>. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bid, the Employer may, at its discretion, extend the deadline for the submission of Bids, if required.

Any addendum/corrigendum/extension, if required, will be hosted only to the <https://etenders.gov.in/eprocure/app>.

In case of change in technical parameter/ specification/ scope of services, selling and submission date will be extended suitably at the discretion of the Employer, if required.

Bidder is requested to visit the above website regularly for any amendment/addendum/Corrigendum/extension till opening of the Bids. It will be assumed that the information contained therein will have been taken into account by the Bidder in its Bid.

4.0 PERIOD OF VALIDITY OF BID & LANGUAGE OF BID

4.1 Bids shall remain valid for a period of 180 days from the closing date prescribed by the Employer for the receipt of Bids. A Bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.



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4.2 In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses thereto shall be made by e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

4.3 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

5.0 MODIFICATION AND WITHDRAWAL OF BIDS

5.1 The Bidder may modify or withdraw its bid after submission/uploading, prior to the deadline prescribed for bid submission/uploading.

5.2 The Bidder's modifications of Envelope1 (if required for Envelope1) shall be prepared, sealed, marked as "**Bid Modifications- Envelope1**".

5.3 A Bidder wishing to withdraw its bid can withdraw his bid prior to the deadline prescribed for bid submission. For withdrawal of the bid after submission, the bidder shall notify the Employer (DVC) in writing. The notice of withdrawal shall be addressed to the Employer (DVC) at the address given above and bear the package name, NIT Number and the words "**BID WITHDRAWAL NOTICE**". The bid withdrawal notice shall be accompanied with valid authorisation to request such bid withdrawal.

If the Bid withdrawal notice of any Bidder received before the bid submission deadline, his EMD will be refunded / returned.

If the Bid withdrawal notice of any Bidder received after the bid submission deadline and before opening of Envelope2, the Bidder will be disqualified and his EMD will be forfeited and Envelope2 of remaining Bidders will be opened.

If the L1 Bidder withdraws his Bid after issue of Letter of Award, then his EMD will be forfeited, other penal action may be taken and the Employer goes for re-tendering. In this re-tender, such defaulting bidder will not be allowed to participate and other i.e. up to one-year debarment penal actions against this Bidder may be taken.

6.0 DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE

6.1 **Three envelope Bidding procedure** shall be followed as under:

(i) **Envelope1: Hard Copy (Offline) Submission as per the Terms & Conditions of the NIT:**

Envelope1 Shall comprises of the following: -

(a) **Documents in support of Cost of Tender Documents [Crossed Account Payee Demand Draft in favour of "Damodar Valley Corporation", payable at Kolkata.**



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(b) **Documents in support of Bid security** [“Hard copy of the Bid Security document as mentioned in clause 15.0 of this NIT”.]

(c) **Integrity Pact** duly signed in all pages by the authorized signatory who is signing the Bid (i.e. who is duly authorized to sign the bid) as per format enclosed of VOL-I of this NIT.

Bidder(s) have to submit the hard copy of Envelope1, on, or, before the last date & time of Bid Submission/Uploading period. **Envelope1 received by DVC after last date & time of Bid Submission/Uploading period will not be considered at all and DVC authorities will not take any responsibility to accept the same.**

Any Bid, not accompanied by an acceptable Bid security documents, Cost of Tender Documents & Integrity Pact in Envelope1, shall be rejected by the Employer as being non-responsive and this Bid shall not be opened further.

(ii) **Envelope2: Online Submission of Envelope2 (Excel Sheet) & scan copies of the following supporting documents for Envelope2 as per the Terms & Conditions of the NIT as Zip File (Named as Technical Bid in CPP Portal):**

1. Declaration in support of Technical QR/Capability & Financial QR/Capability as asked in NIT as per Attachment-1 of Envelope2 (Excel Sheet).
2. Declaration as per Attachment – 2 of Envelope2 (Excel Sheet).
3. Declaration on mandatory conditions as per Attachment – 3 of Envelope2 (Excel Sheet).
4. Attachment – 4 of Envelope2 (Excel Sheet).- **NOT APPLICABLE**
5. Scan copies of the supporting documents in support of Technical QR/Capability [clause No. 6.0 (1) of IFB of Volume-I of NIT Documents] as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.
6. Scan copies of the supporting documents in support of clause No. 6.0 (2) of IFB Volume-I, Financial QR as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.
7. Scan copies of the supporting documents in support of its collaborator/associates/DJU partner/JV partner/Consortium member/assignee, wherever applicable as per the declaration made by the Bidder, following the terms & conditions of the NIT.
8. Scanned copy of Letter of Bid: This will be the covering letter of the Bidder for his submitted Bid duly signed by the Bidder. The content of the “Letter of Bid” printed/ typed on Bidder’s letter head must be the same as per format given in Form No.1 of VOL-I of this NIT and it should not contain any other information.
9. Scanned copy of the following bid forms and formats:
 - i. Notarized Power of Attorney.
 - ii. Scanned copy of Affidavit on a non-judicial stamp paper of Rs. 10 regarding genuineness of the declaration/information furnished by him/them online and authenticity of the supporting documents being produced by him/them.



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- iii. Scanned copy of Acceptance of Online Reverse Auction/ Bidding.
- iv. Scanned copy of No Relation Certificate
- v. Scanned copy of details of Banker for Making Payment through RTGS/NEFT & a cancelled cheque.
- vi. Scanned copy of Integrity Pact duly signed in all pages by the authorised signatory who is signing the Bid (i.e. who is duly authorised to sign the bid).
- vii. Scanned copy of Declaration on Banning Policy.
- viii. Scanned copy of Declaration regarding Local content included in bid price.
- ix. Scanned copy of Proforma certificate.
- x. Scanned copy of Cost of Tender Document.
- xi. Scanned copy of Bid security document.
- xii. Forms of Joint Deed of Undertaking and Power of Attorney for JV/ Associate, if applicable.

Please note that if any price component in full or in part is exposed and found with its techno- commercial offers, these bid are to be out rightly rejected and will not be considered as the submitted tender is not as per the terms of NIT. Price component means "Basic Price".

(iii) Envelope3 (Excel Sheet) in Template Format: Online Submission of Price Bid Template as per the Terms & Conditions of the NIT (Named as Financial Bid in CPP Portal):

Envelope3 (Excel Sheet) in Template Format: Price Bid shall comprise of the following: -

Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules of Price Bid. The Bidders shall present their prices in the following manner:

1. Total Quoted Price as per Price Schedule No. – 1: as % above / below / at par, of the total estimated cost of the work for both Part-A (Civil Works) and Part-B Electro-Mechanical Works (Ref. Schedule of Rates in section-IV, Volume-II of NIT).
2. Attachment – 4: NOT APPLICABLE
3. Evaluated Bid Price as per Attachment -5: Evaluated Price Bid in BoQ1.

Bidders shall necessarily submit their Price Bid in “Envelope3 (Excel Sheet) in template format” and no other format is acceptable.

Note: 1. a) After downloading all the NIT documents including the Amendments to NIT documents (if any), Bidders are requested to fill up & upload the [“Envelope2 (Excel Sheet) and Scan copy of all supporting documents for Envelope2, as mentioned in the NIT” & “Envelope3 (Excel Sheet) in Template Format”] Online as asked in the NIT by taking care of all the Pre-Bid replies & Amendments, if any.

Bidders are also requested not to upload any documents / files other than as asked



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in the NIT & its amendments (if any).

b) The “Envelope2 (Excel Sheet)” & “Envelope3 (Excel Sheet) in Template Format” must not be modified/replaced by the bidder and the same should be uploaded after duly filling up the relevant information/declarations/prices as asked in the NIT.

2. COMMERCIAL AND TECHNICAL DEVIATIONS:

No deviation is allowed for the instant tender.

- (iv) **Hard Copy (Offline) Submission of supporting documents as per the Terms & Conditions of the NIT:** Submission of the hard copies in Original/ “self-authenticated and attested by Public Notary” of all the supporting documents for Envelope2 by the lowest evaluated Bidder after the Reverse Auction Process and as per the evaluation criteria as mentioned in Volume-I, for DVC’s verification and record, who was asked to submit the same by the Employer following the terms & conditions of this NIT within 10 days from opening of Envelope3 (Excel Sheet). **No additional time will be allowed to the L1 Bidder for producing the required documents.**

6.2 Online Reverse Auction/Bidding procedure as per the Terms & Conditions of the NIT following clause of Volume-I of this NIT: shall be followed as under:

- (i) “On Line Reverse Auction/Bidding” shall be conducted by the Employer between the Bidders, who are found eligible for participating in the Reverse Auction/Bidding by the Employer, following the procedure as mentioned in this NIT.
- (ii) After publishing the Reverse Auction /Bidding by the Employer in the e-tender portal, the eligible bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) can able to view the “Opening Price” i.e. the base price/ start price for On Line Reverse Auction/Bidding, the Bid Decrement value, Maximum Seal percentage, Start time & end Time.
- (iii) During the On Line Reverse Auction/Bidding, Bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction / Bidding:
- Auction Start Price/Opening Price.
 - Bid Decrement value/Price
 - Reverse Auction Start time & end time.
 - Best Bid in the Bidding (Current L1Price)
 - Bidders bid submitted date & time
 - Extensions, if any

During the On Line Reverse Auction/Bidding, the above Bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) shall be permitted to place their **Next Bid Price / Final Price Offer** provided that his Bid Prices shall be less than a minimum bid decrement or in multiples of decremental value from the Last Bid Price received/displayed in the system up to above Max Seal %.



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7.0 BID PRICES

- 7.1. Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Tender documents. Bidder(s) should study the tender documents carefully before quoting.
- 7.2. Bidders are required to quote the price for all the commercial, contractual and technical obligations outlined in the Tender documents.
- 7.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules.
- 7.4. The Bidder shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee such that his bid prices take into account all of them.
- 7.5. The Employer shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details to the Engineer-in-Charge before the submission of the first bill.

7.6. PRICE BASIS

The Contract Price shall be guided as per the provision stipulated in Volume-I, Section -IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

- 7.7. **BID CURRENCIES:** PRICES SHALL BE QUOTED IN INR only.

8.0 BID OPENING & BID EVALUATION:

- 8.1 The Employer (DVC) will open the hard copy of Envelope1 (as received) offline, in presence of bidders' representatives who choose to attend the opening on the time and at the communication address as stated in the IFB. In the event of the specified date for the opening of bids being declared a holiday for the Employer (DVC), the bids will be opened at the appointed time on the next working day.

First, the WITHDRAWAL notice(s), if any, shall be opened and read out and recorded and the corresponding Envelope1 shall not be opened and shall be returned to the bidder. No bid shall be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request such bid withdrawal and is read out and recorded in the bid opening.

Bids not accompanied by the "Documents in support of Cost of Bidding Document", "Documents in support of bid security" and "Integrity Pact" in Envelope1 as asked in the NIT will be rejected and not be considered for further evaluation, regardless of the circumstances and his bid will not be opened further.

Bidder's names, bid modifications ("Envelope1") or withdrawals ("Envelope1"), the presence or absence of requisite bid security and other such details as the Employer (DVC), at its discretion, may consider appropriate, will be announced at the opening.



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Bidders' representatives who choose to attend the opening shall sign a register as proof of their attendance.

The Employer will examine whether the “Documents in support of Cost of Bidding Documents”, “Documents in support of bid security” and “Integrity Pact” in Envelope1 have been properly signed and are generally in order.

- 8.2 The Employer (DVC) will then open “Envelope2: Technical Bid” (with scanned copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney, Cost of Tender document, Bid Security (EMD), Integrity Pact & Scanned Copies of all required documents for meeting the Qualification Requirement) online only for those Bidders who's Documents in Envelope1 are generally in order.

After evaluation of “Envelope2: Technical Bid”, Employer (DVC) will notify to all the techno-commercial compliance Bidders (based on the evaluation of Envelope2 with scan copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney & Scanned Copies of all required documents for meeting the Qualification Requirement) through website/email, the date & time for opening of the “Envelope3: Financial Bid”.

- 8.3 The Employer will open “Envelope3 (Excel Sheet) in Template Format” of the above techno-commercial Compliant Bidders only. After opening of “Envelope3 (Excel Sheet) in Template Format” of all the techno-commercial compliant bidders, the Employer will carry out evaluation of the Price Bid as detailed below:

PRICE BID EVALUATION

The method of evaluation is illustrated below:

After opening of “Envelope3: Financial Bid” online, Price Bid evaluation will carry out as detailed below:

a) INITIAL PRICE BID EVALUATION

Illustrative Method of Evaluation

Any Bidder (In INR)

1. **Quoted Bid Price** (after considering arithmetical errors, if any)

(i) Total Quoted Price as per Price Schedule No. – 1 in BoQ2 of “Envelope3 (Excel Sheet) in Template Format” = N

2. **Evaluated Bid Price** as per Attachment-5 in BoQ1 of “Envelope3 (Excel Sheet) in Template Format” = N

Note: Above Price Bid evaluation will be carried out separately by the Employer for each techno-commercially compliant Bidders. Evaluated Bid Price of a Bidder will be considered as the **Initial Price Offer** of that Bidder.



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8.4 Based on the **lowest Initial Price Offer**, the Employer reserves the right to fix the "Opening Price" i.e. the **base price/ start price** for online Reverse Auction/Bidding.

- (i) The Employer will then conduct online Reverse Auction/Bidding following the procedure as mentioned in this NIT, after two (2) hrs. from opening of "Envelop3 (Excel Sheet) in Template Format", within the Techno-commercially accepted Bidders who's Initial Price Offer have been opened by the Employer, after eliminating the H-1 Bidder. However, if the techno-commercially compliant bidders are less than five, then all Techno-commercially accepted Bidders who's Initial Price Offer have been opened by the Employer will be allowed to participate in on-line Reverse Auction/Bidding.
- (ii) The Bidder that submits the **lowest Final Price Offer** at the conclusion of online Reverse Auction/Bidding process, i.e. the Closing Price, shall be termed as the "L1 Bidder".
- (iii) The Employer will further process the tender for awarding following the evaluation criteria as mentioned in Volume-I of this NIT.

Note: If no Final Price Offer is received online in the Bidding system/website within the specified time duration of the online Reverse Auction/Bidding from the Bidders who are found eligible by the Employer for participating in the Reverse Auction/Bidding, then the Employer will take further decision on the Tender, at its sole discretion, without assigning any reason.

c) FINAL PRICE BID EVALUATION:

On conclusion of On Line Reverse e-Auction, The Lowest bidder (L-1) obtained in online e-auction shall be requested to produce (on any working day within 10 days from the date of issuance of notification) the supporting documents in original / self-authenticated and attested by Public Notary in respect of QR (Attachment-1 & Attachment-2) of Envelope2 as asked in the NIT, Original Letter of Bid, Power of Attorney, "Bank Certificate & a cancelled cheque as per Attachment-5 of Envelope2" and an affidavit in original on a non-judicial stamp paper of Rs. 10 regarding genuineness of the declaration/information furnished by him/them online and authenticity of the supporting documents being produced by him/them and the documents as per IFB within the same time frame. **No additional time will be allowed to the bidders for producing the required documents.**

If L1 bidder(s) fails to produce the supporting documents within the specified period (i.e. within 10 days from the date of issuance of notification), or if any of the declaration furnished by the bidder in "Envelope2: Technical Bid" on-line is found to be false during verification of the supporting documents, which changes the eligibility status of the bidder then a caution letter to refrain in future may be issued. In event of 2nd instances by the same Bidder in any DVC's Tender then EMD will be forfeited and the Bidder will be banned for one year from participating in future tenders of DVC.

Note for Clause 8.0:

- (i) During bid evaluation the Employer (DVC) 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.



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(ii) Notwithstanding anything stated above, the Employer (DVC) 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 (DVC).

9.0 (i) **“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 Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)’ and the ban / suspension is still in force on the date of bid opening of techno-commercial bid or on the date of issuance of LOA/PO/Work Order/ LOA-cum-Work Order, the offer of the business firm/ authorized agent/distributor/dealer/affiliates shall not be considered for all establishments of DVC.”**

(ii) **If the performance of a bidder in any contract in DVC is found to be unsatisfactory during last 02 years, the bidder shall not be considered for this tender.**

10.0 COST OF TENDER DOCUMENTS:

This is non-refundable and payable only in the form of Demand **Draft/ Banker’s Cheque** in favour of **“Damodar Valley Corporation”** payable at Kolkata.

Details of submission of 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 relevant documents in original shall have to be submitted by the Bidder inside a sealed under Envelope-I.

11.0 BID SECURITY (EMD):

11.1 The Bid security shall, at the Bidder’s option, be either in the form of:

- i. a bank guarantee, or,
- ii. DVC bonds duly endorsed in favour of DVC, or,
- iii. Post office National Savings Certificate having face value equal to EMD value and duly endorse by the issuing authority in favour of DVC, or,
- iv. Deleted
- v. Pay-order/demand draft in favour of DVC.

In case of BG, the Bank Guarantee shall be from a Bank as specified in the Annexure-1 of ITB. However, any foreign bank not mentioned in the Annexure-1 of ITB, but subsequently included in the scheduled list of RBI in the course of bidding shall be accepted. The format of the bank guarantee shall be as per the format given at Sec-V (Bid Forms & Procedure) of Vol-I.

Bid security shall remain valid for a period of minimum **180 days from the closing date of bid submission prescribed by the Employer (DVC)** indicated in NIT **plus three months claim period thereafter**. The bidder shall furnish, as part of its bid, original bid security documents in Envelope1 of the amount and currency as stipulated.

11.2 Any bid, not accompanied by an acceptable bid security documents in Envelope1, shall be rejected by the Employer as being non-responsive and this bid shall not be



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opened further.

- 11.3 The bid securities of all the unsuccessful bidders will be returned / refunded within 15 days after the finalisation of tender.
- 11.4 The bid security of the successful bidder to whom the Contract is awarded will be returned / refunded when the bidder has furnished the required Performance Securities.
- 11.5 **CONDITIONS FOR 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 finalisation 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/LOI-cum-Work Order.
 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 or if any of the information furnished by L1 bidder on-line is found to be false by the Tender Committee during verification of documents.
- 11.6 No interest would be paid by the Employer against the Bid Security (EMD).

The above envelopes i.e. "BID SECURITY/EMD" should be sealed in an outer envelope superscribing on it, the NIT no. and due date of opening.

12.0 CONTACTING THE EMPLOYER & AWARD OF CONTRACT

- 12.1 Any effort by a Bidder to influence the Employer in the Employer's Bid evaluation, Bid comparison or contract award decisions may result in rejection of the Bidder's Bid.
- 12.2 The Employer will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

13.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability



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to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

14.0 LETTER OF AWARD (LOA):

Prior to the expiration of the period of Bid validity, the Employer will notify the successful Bidder in writing by letter or by telefax to be confirmed in writing by letter, that its Bid has been accepted. The Letter of Award (LOA) will constitute the formation of the contract.

The Letter of Award shall in all respect be deemed to be and shall be construed and shall operate as an Indian Contract as defined in the Indian Contract Act 1872 and all payments thereunder shall be made in Rupees.

The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.

All documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the documents, correspondence or communications are prepared in any other language, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

15.0 SIGNING THE CONTRACT AGREEMENT

Contracts shall be executed as per format attached in Bid Forms & Procedures (BFP) after receipt and verification of the requisite performance security (wherever applicable). 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 to the Supplier/Contractor/ Service Provider/Consultant 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. 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 and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

16.0 PERFORMANCE SECURITY (SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE):



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16.1 Within Fourteen (14) days from the date of issuance of Letter of Award (LOA), the Contractor shall furnish performance securities for satisfactory execution of the orders for an amount equivalent to 3% of the ordered value in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

In case of Performance Security in form of Bank Guarantee, the contractor may furnish an Unconditional Bank Guarantee as per format provided in the section "Bid Forms and Procedures" of the bidding documents from any Nationalised / Scheduled Bank as per the list provided in Annexure-1 of ITB and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

In case banks refuse to issue BG having Claim Period separately, the validity period of the BG may be taken as the end of the 3 years O&M Period plus six (6) months.

If the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, DVC without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

16.2 Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per VOLUME – I, SECTION – III: GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.

17.0 GOVERNING LAWS & GENERAL PRINCIPLES:

The Contract shall be governed by and interpreted in accordance with laws in force in India.

The Contract will be governed by the Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, The Industrial Disputes Act, Workmen's Compensation Act, Payment of Gratuity Act, Payment of Wages Act, Employees' Provident Fund and Miscellaneous Provisions Act, Factories Act, Employees State Insurance Act, Sales of Goods Act, Indian Contract Act, Negotiable Instrument Act, Information & Technology Act, Common Goods Carrier Act, Excise & Service Tax Act, Sales Tax Act and Income Tax Act, Insurance Act, GST act, all other related Acts/ Rules/ Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

The Letter of Award (LOA)/Work Order (WO) /Contract shall in all respect be deemed to be and shall be constructed and shall operate as an Indian Contract as defined in the Indian Contract Act 1872 and all payments thereunder shall be made in Rupees.

The Contractor shall acquire all permits, approvals and licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located



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that are necessary for the performance of the Contract, including those which required to be acquired in the name of the Employer, that are necessary for the performance of the Contract, The Employer (DVC) shall only reimburse (against necessary supporting documents) to the Contractor, the payment of fees payable to the statutory authorities for all permits, approvals and licenses from all local, state or national government authorities or public service undertakings, which are required to be obtained in the Employer's name (DVC) for the execution of the Contract.

The Contractor shall indemnify and hold harmless the Employer (DVC) from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.

18.0 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY/ COMPLETION OF WORKS: shall be as per Special Condition of Contract (SCC), Vol-I, Section-IV of this NIT.

19.0 RISK PURCHASE CLAUSE:

The Employer reserves the right to purchase the material/spares/ equipment or get the service & works done from elsewhere at the sole risk and cost of the Contractor/Vendor and recover all such extra cost incurred by the Employer in procuring the material, services and works contract. The procedure to be followed is given below.

- i) After the expiry of the specified date of delivery/ completion period, a notice should be given to the vendor for delivering the material/ completion the work immediately.
- ii) If the Contractor/Vendor fails to deliver the material/ complete the work, a final risk and cost notice is to be served to the vendor by registered post with A/D/speed post, clearly indicating that if he fails to deliver the materials/ complete the work within specified period as per condition of contract after receipt of the letter, the same shall be outsourced/executed from other sources at the risk and cost of the vendor.
- iii) The existing order has to be closed and action to be initiated for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Vendor/Contractor should not be given an opportunity against fresh tender/enquiry.
- iv) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Vendor/Contractor.
- v) For the purpose of recovery of the amount, unpaid amount / security deposit/ SD by way of BG, provided by the vendor/contractor will be adjusted first, if there is any balance left to be recovered, the Vendor/Contractor should be informed to deposit the money at the earliest.
- vi) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure.
- vii) In case the amount is considerable, legal action may be considered by DVC.
- viii) Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency.

In the event of recourse to alternatives as mentioned above, the Employer/DVC will have the right to re-purchase the stores or complete the work, to meet urgency in requirement caused by Contractor/Vendor's failure to comply with the schedule of delivery or completion of the work or services irrespective of the fact whether the materials /equipment/ work/ service are



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similar or not.

20.0 CONTRACT PERIOD: shall be as per Special Condition of Contract (SCC), Volume-I, Section-IV of this NIT.

21.0 CONTRACTOR'S PERFORMANCE EVALUATION SYSTEM:

In order to ensure smooth progress of the work and execution of the job in time as per stipulated quality, the Employer has in place an establish 'Contractor Performance Evaluation System' against which the Contractor's performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals. The Project Manager of DVC will fill in the details as per the format (enclosed at Form in Bid Forms and Procedures) for performance evaluation of the Contractor and the same is to be signed by the authorized representative of the Contractor. If the Contractor refuses to sign, the evaluation of Project Manager of DVC will be final.

Over and above in case the performance of the Contractor is found unsatisfactory on any of the following four parameters, the Contractor shall be considered ineligible for participating in future tenders for a period as may be decided by the Employer.

- Financial Status
- Project Execution and Project Management Capability.
- Engineering & QA Capability
- Claims & Disputes

22.0 IMPLEMENTATION OF INTEGRITY PACT:

Integrity Pact shall be applicable for Tenders/Contracts value of Rs.50 Lacs and above.

DVC shall be entering into an Integrity Pact with the bidders as per format given in the NIT (as per Form of Sec-V of Vol-I) enclosed. The Proforma has to be returned by the bidder (along with the techno-commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidders shall be rejected straightway. All pages of Integrity Pact to be signed by the bidders authorized signatory who signs the bid.

In other words, entering into this Pact would be a preliminary qualification.

~~23.0 Deleted~~

24.0 GENERAL RULES & PROCEDURES FOR ON LINE REVERSE AUCTION/BIDDING:

24.1. 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.



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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. The Service Provider website (<https://etenders.gov.in/eprocure/app>) or any other URL assigned by Service Provider 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 contracted Service Provider to conduct 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

Auction Engine: Auction Engine refers to the software that encapsulates the entire auction process, processing logic and information flows. Service Provider is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

Preview Time: Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionalities and screens of the auction mechanism. It is not mandatory for <https://etenders.gov.in/eprocure/app> to provide Preview Time.

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 of the Auction Timings: In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 5 minutes. DVC / Service Provider 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: Service Provider would provide an Auction Report to the Client containing a summary of the auction proceedings (to replace by bidding event) and outcome. The Auction



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Report would constitute the official communication from Service Provider to the client about the outcome of the Reverse e-Auction.

ID and Pass Word: Pass Word and ID shall be given to all the eligible by the Service Provider for enabling the bidder 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."

Minimum Decrement: 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.

24.2. Reverse Auction/ Bidding Extension Time:

- a. The process of online Reverse Auction/Bidding shall initially be held for a period of 1 hrs. In the event of a Bid received in the last 05 minutes, if the resulting in a change of prevailing L1 price, the period of the auction shall get extended automatically by 05 minutes from the time of submission of such Bid. This process will continue till no change in L1 price takes place in the last 05 minutes.
- b. It may be noted that the auto-extension will take place only if a valid Bid comes in those 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. 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.
- e. During the Reverse Auction / Bidding period, if no Bid is received at DVC's end, Reverse Auction / Bidding shall be reconducted by DVC on the same day, or some other day by DVC at its sole discretion.
- f. In case, the online Reverse Auction / Bidding is inconclusive on account of system malfunctioning or break in internet connectivity at DVC's end, Reverse Auction / Bidding shall be reconducted by DVC on the same day, or some other day.
- g. If the Bidder make any mistake in submission in Reverse Auction / Bidding, DVC shall not be responsible for the same and no request shall be entertained for the mistake committed by the Bidder. DVC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

24.3. Post Reverse Auction/Bidding Procedure:



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L1 will be determined on "Least cost to DVC" basis and in this regard DVC's decision shall be final and binding on the Bidders. DVC will proceed with the Closing Price received in the On Line Reverse Auction / Bidding for further processing.

24.4. To ward-off contingent situation, Bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction / Bidding successfully. Failure of power or loss of connectivity at the premises of Bidders during the Reverse Auction / Bidding cannot be the cause for not participating in the Reverse Auction / Bidding. DVC shall not be responsible for such eventualities.

24.5. Business Rules (Terms and Conditions) for Reverse Auction / Bidding:

- 1) The philosophy followed for Reverse Auction / Bidding shall be English Reverse (No ties).
- 2) There will not be any public opening of Reverse Auction / Bidding.
- 3) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc. before start of the online Reverse Auction / Bidding.
- 4) At no point of time will any Bidder can see names of the other Bidders.
- 5) Upon receipt of the system report after completion of the Online Reverse Auction / Bidding, Closing Price will be considered for further processing. DVC's decision on award of contract shall be final and binding on all the Bidders.
- 6) DVC reserves the right to cancel/reschedule/extend the Reverse Auction / Bidding process/tender at any time, before ordering, without assigning any reason.
- 7) 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.
- 8) Other terms and conditions shall be as per Bidder's Techno-Commercial Proposals and as per DVC's Tender documents and other correspondences, if any, till date.
- 9) Bidders shall ensure online submission of their 'Bid Price' for Reverse Auction / Bidding Period within the online Reverse Auction / Bidding Period.
- 10) DVC/DVC's authorized service Provider will provide all necessary training and assistance before commencement of Reverse Auction / Bidding, if asked by any Bidder before the date of opening of Envelope3(Excel Sheet)-Price Bid. DVC/DVC's authorized service Provider shall also explain the Bidders, all the rules related to the Reverse Auction / Bidding Rules to be adopted along with Reverse Auction / Bidding Manual.
- 11) Business rules for Reverse Auction / Bidding like event date, time, Bid decrement, extension etc. shall be as per the rules, enumerated above, for compliance.
- 12) Bidders should acquaint themselves of the 'Business Rules of Reverse Auction / Bidding'



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stipulated at above.

- 13) 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.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
- 15) Period of validity of Prices received through Reverse Auction / Bidding shall be same as that of the period of validity of Bids offered.
- 16) 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.
- 17) 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.
- 18) It is brought to the attention of the Bidders that the Bid event will lead to the final price only.
- 19) Order finalization and post order activities would be transacted directly between successful Bidder and DVC.
- 20) Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.
- 21) No queries shall be entertained while Reverse Auction / Bidding is in progress.
- 22) 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.
- 23) Bidders may note that it may not be possible to extend any help, during Reverse Auction / Bidding, 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.
- 24) 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.
- 25) **Final rate of individual items of the L1 Bidder shall be calculated on the basis of final percentage (%) of reduction/ decrement during e-Reverse Auction / Bidding from the initial price offer as received from that L1 Bidder.**

24.6. User Help:

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



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- 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. & Tile
 - 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-Contact No. 9831683690 & ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812)

24.7. Refusal of L-1 Bidder to give break-up of price:

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.

24.8. Backing out of L-1 Bidder:

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.

25.0 IMPORTANT POINTS TO BE NOTED: -

1. "Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No. P-45021/2/2017-B.E.-II dated 15th June, 2017 is applicable for the subject procurement" and its subsequent clarification/ amendment/ revision, if any.
2. "Public procurement Policy for Micro and Small Enterprises (MSE), order 2012 of GOI, Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME), Marketing Assistance Division, Nirman Bhawan, New Delhi No. 26((1)/2014-MA dated 06th November, 2015 is applicable for the subject procurement and its subsequent clarification/amendment/revision, if any.
3. Any Bidder (including its collaborator/associates/DJU partner/JV partner/Consortium member/assignee, wherever applicable), “sub-contracting works to any contractors” and procurement of goods by the bidder directly or indirectly from the vendors” from a country which shares a land border with India as specified in the bidding documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority which is the Registration Committee constituted by the Department for Promotion of Industry & Internal



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Trade (DPIIT) in line with the MoF OM 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 or, by MoP, GOI time to time. However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available on the website of the Ministry of External Affairs.

4. The bidders shall be required to comply the MoP, GOI's orders vide no. 25-11/6/2018-PG dated 02.07.2020 and vide no. 11/05/2018-Coord dated 23.07.2020 and its subsequent clarifications / revisions / amendments, if any, 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.”
5. Only "Class-I local suppliers" are eligible to participate in this Tender, as defined in the NIT documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT, MoF, GOI. The bidders have to submit the declaration (alongwith other documents) regarding Local content included in their bid price in this regard, as per the format provided in the NIT. The minimum local content shall be 60% for 'Class-I local supplier'.



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ANNEXURE-1

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.



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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



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VOLUME - I

SECTION - III

**GENERAL CONDITIONS OF CONTRACT (GCC)
AND
Policy for withholding and Banning of Business
Dealings**

(Uploaded along with this bid documents)



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SECTION - IV

SPECIAL CONDITIONS OF CONTRACT (SCC)



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SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) and all other terms and conditions of IFB & ITB, shall supplement/amend the corresponding clause of General Conditions of Contract (GCC), **wherever there is a conflict, the provisions in SCC and all other terms and conditions of IFB & ITB shall prevail over those in the GCC.**

1.0 Definition : Add the following definitions in GCC clause No.1

“**Day**” means calendar day of the Gregorian Calendar.

“**Month**” means calendar month of the Gregorian Calendar.

“**Employer**” means Damodar Valley Corporation (DVC) and includes the legal administrators, successors, executors and assigns of the Employer.

“**Contractor**” Shall mean the registered individual firm, Company or Corporation whether incorporated or otherwise to whom the Work Order/LOA is addressed and shall include its permitted assigns and successors.

“**Project Coordinator**” means the person appointed by the Employer to perform the duties delegated by the Employer and will arrange to provide all inputs to the Contractor.

“**Contractor’s Representative**” means any person nominated by the Contractor to perform the duties delegated by the Contractor and will arrange to provide all deliverables to the Employer.

TIA: Shall means the Employer (DVC).

2.0 Specification: shall be as per Volume-II of this NIT documents.

3.0 The Bidding Procedure & Bidding documents shall be as per the IFB & ITB of this NIT.

4.0 Earnest Money Deposit (EMD/Bid Security) & Conditions for forfeiture of EMD shall be as per the IFB & ITB of this NIT.

5.0 Price Basis:

The Contract Price shall be VARIABLE during the entire execution period of the Contract and inclusive of all taxes, duties, levies, cess, etc. but only exclusive of Goods and Services Tax. The contract price shall be guided by the PRICE ADJUSTMENT clause as detailed at AANEXURE-2 below.

6.0 Taxes, Levies and Duties: shall be as per clause No. 7.5 of ITB of this NIT documents including clause no. 4 of other terms & conditions of GCC.

7.0 OFFER/BID VALIDITY, CLARIFICATIONS ON TENDER DOCUMENT, AMENDMENT OF TENDER DOCUMENTS, PRICE BID EVALUATION PROCEDURE, INSURANCE shall be as per the ITB of this NIT.

8.0 INSPECTION/ CHECKING/ TESTING/ STANDARDS shall be as per the Volume-II, Section-II: QA chapter of this NIT.



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9.0 TERMS AND PROCEDURES OF PAYMENT:

9.1. TERMS OF PAYMENT:

1.1 For Part-A (Civil Works):

(I) The payment of advance is normally discouraged. If the Contractor wishes to take the advance, the advance payment may be given as Interest bearing advance payment on fulfilling the following: -

A.

- (i)** Acceptance of Letter of Award (LOA) and Signing of the Contract Agreement.
- (ii)** Submission of an unconditional Bank Guarantee covering the 110% of the advance amount which shall be kept valid upto (ninety) 90 days beyond the schedule date of successful Completion of the Facilities under the Package. Proforma of Bank Guarantee is enclosed in Section - V – Bank Guarantee Form for Advance payment.
- (iii)** Submission of an unconditional Bank Guarantee towards Performance Security in respect of the Contract, as applicable initially valid upto 12 months after the completion of work (i.e. Guarantee/Warranty period covered under the contract) plus six months claim period thereafter. The proforma of Bank Guarantee is enclosed in Section - V - Form of Performance Security. However, in case of delay in completion, the validity of this Bank Guarantee shall be extended by the period of such delay.
- (iv)** Submission of a detailed work schedule & mobilization schedule and its approval by the Employer.

B. The recovery of the interest component on the above advance amount shall be made from the next progressive payments released to the contractor. The amount of interest to be recovered from a particular bill shall be calculated as per prevailing SBI base rate plus 3.5% on the value of advance corresponding to the %age of total progressive payment being released. The period for which the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment or the expiry of the stipulated time frame for release of such progressive payments under the contract, whichever is earlier. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.

C. The advance payment should be fully adjusted/recovered within the original Contractual completion period. If any amount of the advance payment is not adjusted within the original Contractual completion period, then the same shall be recovered from the next payments immediately falling due.

D. In case the contractor decides not to take interest bearing advance payment, the payment shall be made with the next progressive payment on fulfilling the clause A(i), A(iii) & A(iv) above.



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(II). (i) If the Contractor wishes to take the interest bearing advance, the payment terms shall be as below: -

- (a) Five Percent (5%) of the total Contract price as Interest bearing Advance Payment on fulfilling of the Clause No.(I) above.
- (b) Next Five Percent (5%) of the total Contract price as Interest bearing Advance Payment on fulfilling of the Clause No.(I) above and establishing their office at site and mobilization of plant & equipment in preparatory to commencement of Works and its Certification by the Project Manager.
- (c) Eighty Percent (80%) of the price component will be made on pro-rata item rate basis against progressive work on certification by the Project Manager for the work done.
- (d) Ten Percent (10%) of the total Contract Price on successful Completion of entire scope of work as per the Contract and its Certification by the Project Manager.

(ii) If the Contractor wishes not to take the interest bearing advance, the payment terms shall be as below {on fulfilling conditions under (I). A. (i), (iii) & (iv) above}: -

- (a) Ninety percent (90%) of the price component will be made on pro-rata item rate basis against progressive work on certification by the Project Manager for the work done.
- (b) Ten Percent (10%) of the total Contract Price on successful Completion of entire scope of work as per the Contract and its Certification by the Project Manager.

1.2 For Part-B (Electro-Mechanical Works):

The payment terms shall be as below:

1) For Supply:

- i) 70% of the Ex-works price /ordered value of supply with full taxes and duties as applicable, if any, will be paid against proof of despatch, detailed invoice / packing list, warranty certificate, test certificate, insurance policy / certificate, dispatch clearance.
- ii) 20 % of the Ex-works price / order value of supply after receipt of the materials and inspection and acceptance at site.
- iii) Remaining 10% after complete erection and commissioning & testing and handing over.

2) For Erection:

- i) 90% of contract price for Erection & commissioning to be made against RA bills.
- ii) Remaining 10% after complete erection and commissioning & testing and handing over.

3) For transportation: -

100% transportation (including insurance and other statutory charges) for the supplied items shall be paid to the contractor pro-rata to the value of the items received at site on production of the invoices by the contractor. The aggregate of all such pro- rata payments however shall not exceed the total amount identified in the contract for transportation.



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1.3 Payment Terms for applicable GST.

GST as applicable for direct transaction between the Contractor & DVC shall be paid/released by DVC to the Contractor at actual including statutory variation, if any, on submission of tax invoices following the GST and/or other statutory taxes (taxes, duties, levies, cess, etc.) law, as applicable.

9.2. PAYMENT PROCEDURES

All payments to the Contractors will be released by the Employer through RTGS/NEFT only as per details of Bank Account indicated in the contract.

In case of any changes to the bank account indicated in the contract, the contractor shall immediately inform the Employer. The Contractor shall hold the employer harmless and Employer shall not be liable for any direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in Bank details provided to the Employer in the prescribed form without information to Employer duly acknowledged.

Employer will make progressive payment within fifteen (15) days from the date of receipt of Contractor's Tax invoice alongwith all necessary supporting documents for such payment, provided the documents submitted are complete in all respects, following the Terms of Payment and on fulfillment of all the conditions laid down in the Terms of Payment of this NIT.

The Vendor Bill Tracking system is active & available at <https://application.dvc.gov.in/Vendor/> (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.

10.0 BILL OF QUANTITIES (For Part-A (Civil Works)):

1. The Bill of Quantities shall contain items for the Supply, construction, transportation, erection etc. works to be done by the contractor.
2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

11.0 ADDITIONS / ALTERATIONS / MODIFICATIONS / VARIATIONS (For Part-A (Civil Works)):

1. The quantity of works mentioned in the schedule of items for works is approximate and is liable to variation in the course of actual execution of work. If such variation exceeds 25% of the specified approximate quantity, the Corporation shall be at liberty to get it done by the Contractor at the prevailing market rates at the time of execution of the works and to be mutually agreed upon.



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2. If such variation is within the limit of 25% of the specified approximate quantity, the contractor is bound to do all such excess works at the rates initially tendered by him, along with price variation, as applicable.
3. The Engineer-in-charge shall have power to make any alteration and/or additions to the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with the instruction which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for main work. The time for completion of work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of Engineer-in-charge shall be final and conclusive as to such proportion.
4. If the altered, additional or substituted work includes any class of work for which no rates are specified in this contract then such class of works shall be carried out at the rates entered in the schedule of Rates of CPWD / DVC, which was in force at the time of acceptance of the contract minus/plus the percentage which the total tender amount bears to the estimated cost of the entire work put to tender along with price variation, as applicable.
5. If the altered additional or substituted work is not entered in the said schedule of rates, payment there of shall be made by the Engineer-in-charge by determining the rates of analysis worked out from:
 - (a) the basic rates of materials and labour provided in CPWD / DVC Schedule of Rates which was in force at the time of acceptance of contract.
 - or
 - (b) the current market rates of materials and labour whenever basic rates for the work are not available in the schedule.In case when such rates are determined on analysis by the Engineer-in-charge under (a) above, the stipulated percentage above or below as provided in the contract shall also apply along with price variation, as applicable, and in case of rates worked out on analysis under (b) above, no contractual percentage or price variation will be applicable.

In all the above cases under Sl. (1) to (5) above, the decision of the Engineer-in-charge shall be full and final.
6. In the event of a dispute, the decision of the Engineer-in-Charge will be final, provided always that the contractor shall not be entitled to any payment for any additional work done unless he has received an order in writing from Engineer-in-charge for the additional work and the contractor shall be bound to submit his claims for any additional work done during any month on/or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if fails to submit his claims within the aforesaid period.
7. If at any time after the commencement of the work the Engineer-in-Charge shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor



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who shall have no claim to any payment and of compensation whatsoever on the account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any addition and/or alteration having been made in the original specification, drawing, design and instruction which shall involve curtailment of work as originally contemplated.

12.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE shall be as per the ITB of this NIT.

13.0 COMPLETION SCHEDULE:

48 (Forty-Eight) months from the date of issuance of Notification of Award (NOA) / Letter of Award (LOA).

14.0 Guarantee / Warranty / Defect Liability Period:

The Contractors shall warrant that all materials/ equipment /services supplied under this order shall be new, unused and conform to the owner requirements and specifications. The contractors shall guarantee the equipment / materials supplied / installed and work executed under this order up to the defect liability period of 12 (Twelve) months from the date of successful completion of the facilities for subject construction work as per the specification. The Contractors shall agree to replace any material/redo the work, which has been found defective or fails to conform to the desired specifications free of cost to the Owner within the Guarantee /Warrant period/Defect Liability Period.

15.0 Construction Power: Construction power: Shall be chargeable as per the prevailing rate at MTPS site, but for delay or not giving power supply connection by Employer, the Contractor shall make their own arrangements such as diesel generator sets etc., for power supply. No claim of any sort would be entertained by Employer on this account.

16.0 INSURANCE: The Contractor shall at his own expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the necessary insurance Policies till successful completion of the facilities for subject construction work including trial run of 3 months as per the specification. Upon grant of extension of time for completion (of the facilities for subject construction work including trial run of 3 months as per the specification) by the Employer, the contractor shall promptly extend the insurance policies for the period of such extension.

17.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS:

The time remains the essence of the Contract and all deliverables under the Contract needs to be completed within the stipulated time schedule. The Contractor shall commence work on the Facilities from the date of Letter of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

In case of delay in total Completion period of 14 (Fourteen) months, for the reasons attributable to the contractor, DVC reserves the right to recover from the contractor, a sum



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equivalent to 0.5% of the value of the delayed work for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD).

In cases, where the works extend beyond the contractual completion schedule and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract.

Alternatively, DVC reserves the right to purchase / outsourced the material/works / service from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by DVC in procuring the material/ works/service by the above procedure.

Alternatively, DVC may cancel the Order/contract completely or partly without prejudice to his right under the alternatives mentioned above.

In the event of recourse to above alternatives, DVC will have the right to re-purchase/ outsource the stores/works & service, to meet urgency in requirement caused by Contractor's failure to comply with the completion of the work, irrespective of the fact whether the materials/works/service are similar or not.

18.0 CLARIFICATIONS ON BID DOCUMENTS: Shall be as per ITB of VOL-I of this NIT documents.

19.0 AMENDMENT OF BIDDING DOCUMENTS: Shall be as per ITB of VOL-I of this NIT documents.

20.0 PRICE BID EVALUATION PROCEDURE: Shall be as per ITB of VOL-I of this NIT documents.

21.0 MOBILIZATION ADVANCE/ADVANCE/OTHER ADVANCE: shall be as per terms of payment mentioned in SCC.

22.0 ELIGIBILITY CRITERIA OF JOINT VENTURE/ASSOCIATES IN TURNKEY CONTRACT: Shall be as per QR of this NIT documents.

23.0 SELECTION OF SUB VENDORS FOR TURNKEY CONTRACTS/PACKAGES: shall be as per VOL –II of this NIT documents.



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ANNEXURE-2

CONTRACT PRICE ADJUSTMENT:

A. [FOR PART-A (CIVIL WORKS)]:

1. The rates quoted by the tenderer shall be the Base Price, which will be subjected to PRICE ADJUSTMENTS in accordance with the conditions and formula prescribed herein and further subject to satisfying the requirements specified in this clause only.
2. A certain fixed percentage of the base price shall not be subject to any price adjustment. The balance percentage to be specified shall be of Identified Components towards Labour, Material(s) and H.S. Diesel Oil (F.O. L;) and shall be subjected to Price Adjustment.
3. **The actual amount of price adjustment shall be determined by satisfying the conditions specified herein and shall not exceed the maximum limit OF 12% (TWELVE PERCENT) OF THE CONTRACT PRICE OF PART-A (CIVIL WORKS), AS AWARDED.**
4. The price adjustment, formula for the various components of the Contract Price, shall be construed as stipulated hereinafter. The formula designed for governing and calculating the price adjustment to be applied to the contract price shall be as follows:

$$ACV1 = CV [F + I*(L1 / L0) + m*(M1 / M0) + d*(D1 / D0)]$$

ACV1 = Adjusted contract price for Part-A (Civil Works) i.e., Value of work done after application of above price adjustment formula.

CV = Base price for Part-A (Civil Works), subject to price adjustment, i.e., the value of the work done in the month for which the Price Adjustment is to be calculated.

F = Fixed component portion of contract price which will not be subjected to any adjustment under this formula or otherwise = **0.35**

I = Labour component of the contract price which will be subjected to adjustment; = **0.35**

m = Material component of the contract price which will be subject to adjustment = **0.20**

d = High Speed Diesel / P.O.L. Component of the contract price which will be subject to adjustment = **0.10**

L = Labour Index, which shall be the "Index Number" of "Consumer Price Index" for Industrial Workers: (All India) (General)" as published by Labour Bureau, Shimla in their monthly bulletin entitled "Indian Labour Journal"

M = Material Index, which will be the "Index Number" of "Index Number of Wholesale Prices" under Group "All Commodities" as published by Ministry of Industry in their monthly bulletin entitled "Index Number of Wholesale Prices".

D = High Speed Diesel Price per litre; which will be the price of High Speed Diesel Oil at the Indian Oil Corporation retail outlet nearest to the project (selling price inclusive of taxes and duties, if any, per litre of high speed diesel oil)



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SUBSCRIPT

'0' = Refers to the values of the above mentioned labour / material indices or diesel price as on 7 days prior to the date of opening of tenders (Date of opening of Technical Bid).

'1' = Refers to the values of corresponding

- labour / material indices, as applicable, for the month prior to the month in which the work is executed for which adjustment is applicable, respectively.
- High Speed Diesel (HSD) price on the 15th day of the month prior to the month in which the work is executed for which adjustment is applicable.

- The value of 'F' as specified above will remain unchanged and fixed and shall not be disputed.
- In case of civil work activities which are delayed beyond the schedule date for the reasons attributable to the contractor, the price adjustment provision shall not be applicable for the period of time between the schedule date of completion and the actual date of completion of the civil work activity. For this purpose, the schedule date for completion of a particular civil work activity shall be as identified, in line with provisions of work schedule.
- Every month after the award of Contract, the Contractor shall submit to the Engineer-in-Charge, a written notice of the changes, if any, that have occurred in the specified indices of Material(s), and Labour or that of Diesel price, during the previous reporting period containing the effective date of such change, the amount of change for the claim of the amount of contract price Adjustment with authenticated documentary evidence of the relevant published indices/diesel price to substantiate the price adjustment.
- The price adjustment shall apply for the work done from the actual date of commencement of the contract up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- TOTAL ADJUSTED CONTRACT PRICE of Part-A (Civil Work): The total adjusted contract price shall be: $\sum ACV1$.
- Except as provided herein, no other expenditure incurred by the Contractor, due to levy of additional/increase in taxes, duties, octroi, royalty, levies, insurance premium(s), benefits to Workers / Labours or any other Clause(s)/item(s) due to any reason whatsoever, shall be payable to the Contractor.

B. [FOR PART-B (ELECTRO-MECHANICAL WORKS)]:

- The Contract Price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components etc. in accordance with the provisions described below.
- The price adjustment provisions shall be applicable separately for price components relating to supply of Equipment, Erection as per price break-up furnished by the Contractor in Price Schedule.



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(iii) Only following components of the Contract Price will be subject to Price adjustment in Mechanical portion:

- (a) Ex-Works (India) price of plant and equipment
- (b) Installation Price Component of Contract Price consisting of Erection portion.

For (a), (b), above there shall be no ceiling limit for Price Adjustment.

(iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract.

(v) The indices for price adjustment shall necessarily be of the country of origin of goods/labour and shall be well established and nationally recognised in the country of manufacture. Preferably Government indices shall be used.

(vi) The price adjustment formula for the components of the Contract Price, as mentioned at Sl. No. (iii) above shall be as stipulated hereinafter.

(vii) **Ex-Works price component of Plant and Equipment:**

It is understood that the price component of the equipment for any despatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for various materials and labour (description and coefficient as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on each despatch shall be computed as under:

$$EC = EC_1 - EC_0$$

EC₁ will be computed as follows:

$$EC_1 = EC_0 \{F + a \cdot A_1/A_0 + L_b \cdot L_1/L_0\}$$

EC = Adjustment to Ex-Works price component expressed in the currency of the Contract payable to the contractor for each despatch.

EC₁ = Adjusted amount of Ex-works price component expressed in the currency of the Contract payable to the Contractor for each despatch.

EC₀ = Ex-works price for the plant and equipment in the currency of the Contract, despatch wise.

- 'F' shall be fixed portion of the Ex-works component of the Contract Price.



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- 'a' shall be co-efficient of major material / item involved in the Ex-works component of the Contract Price.
 - 'A' shall be published price indices of corresponding major material/item. Such indices shall necessarily be of the country of origin of goods.
 - 'Lb" shall be co-efficient for labour component in the ex-works component of the Contract Price.
- 'L' shall be labour index.

For the indices, Subscript 'o' refers to indices as on 30 days prior to date set for opening of Price Bids.

Subscript '1' refers to indices/exchange rates as of:

- (a) three months (for labour indices) / ninety (90) days (for exchange rates) prior to the date of despatch and
- (b) at the expiry of two third (2/3) period from the date of Notification of Award to the date of despatch, for material.

For the purpose of this clause the date of despatch shall mean the Schedule date of despatch or actual date of despatch, whichever is earlier. The schedule date of despatch shall be as identified in line with provisions of Time Schedule, to the Contract Agreement.

In case of despatches which are delayed beyond the schedule date of despatch for reasons attributable to the Contractor the price adjustment provision shall not be applicable for the period of time between the schedule date of despatch and the actual date of despatch. For this purpose, the schedule date of despatch shall be as given above.

(viii)

Installation Price Component of the Contract:

It is understood that the price component for any erection work comprises a fixed portion and a variable portion linked with the index of labour (description and coefficients as enumerated).

The monthly price adjustment amount for the installation component of the Contract Price will be computed as per the formula given below:

Installation Price:

$$ER = ER_1 - ER_0$$

ER₁ will be computed as follows:

$$ER_1 = ER_0 (F + 0.5 \times Lb \times L_1 / L_0 + 0.5 \times Lb \times W_1 / W_0)$$



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Where:

ER	=	Adjustment to Installation Price component expressed in Indian Rupees payable to the contractor for each billing.
ER ₁	=	Adjusted amount of Installation services component of Contract Price expressed in Indian Rupees payable to the Contractor.
ER ₀	=	<p>Value of the Erection work done in the billing period, which shall be calculated as under:</p> <p>For the purpose of computing ER₀, each installation bill (which is excluding Initial Advance and amount payable on completion of Guarantee Test) during the Installation period upto the 'Completion of the Facilities' shall be divided by a factor as indicated below:</p> <p style="text-align: center;">Installation component of the contract price - [Initial Advance amount + Installation component of the Contract Price payable on successful completion of Guarantee Test]</p>
		<p>-----</p> <p>Installation component of the Contract Price</p> <p>The payment of price adjustment amount so computed shall be made against a separate invoice, linking the corresponding invoice for Installation payment after retaining the pro-rata amount due on completion of the Guarantee Test. The amounts so retained shall be paid on successful completion of guarantee test.</p>
F	=	Fixed Price component = 0.15.
L _b	=	Coefficient of labour (for all categories) content in the Indian Rupee Portion of the Installation Services = 0.85.
L	=	One of the indices for Indian field labour index: All India Consumer Price Index for Industrial Workers (All India Monthly Average) as published by Labour Bureau., Simla, Government of India.
W	=	Other index for Indian field labour index: Arithmetical average of Minimum Wages for Unskilled, Skilled, Semi-skilled and Highly skilled workers notified by the Central Government for the particular classified Area in which the project site is located or notified by the State Government of the state in which the project site is located, whichever is higher.

Subscript 'o' refers to indices / minimum wages as on 30 days prior to deadline set for submission of the Price bids.

Subscript '1' refers to the indices / minimum wages as applicable for the month of execution of the erection work.



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In case there is a revision in the applicable minimum wages during a month, calculation of 'W₁' would take into consideration the weighted average of the applicable wages (wage before revision and wage after revision) and the number of days of applicability of such wages in the month.

The value of co-efficients and the source of applicable Indices and their base values for the purpose of computing price adjustment under the Contract shall be as under:

A. Ex-Works price component of Plant and Equipment

Sl.no.	Item	Value of co-efficient	Name of published index and its origin	Value of indices as on 30 days prior to date set for submission of price bid.
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Material				
1.		a = 0.55
Labour		Lb= 0.25
Fixed Component		F= 0.2

B. Installation price component

Sl.no.	Item	Value of co-efficient	Name of published index and its origin	Value of indices as on 30 days prior to date set for submission of price bid.
1.	Fixed Portion	F=0.15
2	Indian Field Labour(L)	Lb=0.85	All India Consumer Price Index for Industrial Workers (All Indian average Published by Labour Bureau, Shimla, Govt. of India.
3	Indian Field Labour(W)	Lb=0.85	Arithmetical average of Minimum Wages for Unskilled, Skilled, Semi-skilled and Highly skilled workers notified by the Central Government for the particular classified Area in which the project site is located or notified by the State Government of the state in which the project site is located, whichever is higher

Note for Price Adjustment (Mechanical):

Inland Transportation charges including Inland Transit Insurance for plant & equipment shall not be subject to price adjustment.



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VOLUME – I

SECTION – V

**BID FORMS AND PROCEDURES
(BFP)**



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Bid Forms & Procedures (BFP)

- 1 Form of Letter of Bid
- 2 Proforma of Bank Guarantee in lieu of Earnest Money Deposit.
- 3 Form of Extension of Bank Guarantee
- 4 Bank Guarantee Verification check List & Instruction for furnishing Bank Guarantee
- 5 Proforma for Notarized Power of Attorney
- 6 Proforma for Affidavit to be submitted by the Bidder
- 7 Form for Acceptance of Online Reverse e-Auction
- 8 Proforma for No Relation Certificate
- 9 Details of Banker for Making Payment Through RTGS/NEFT
- 10 Proforma of Integrity Pact
- 11 Declaration on Banning Policy
- 12 Declaration Regarding Local Content included in Bid Price
- 13 Proforma for Certificate
- 14 Forms of Joint Deed of Undertaking
- 15 Power of Attorney for JV/ Associate
- 16 DVC's Banker Details
- 17 Form of Contract Agreement
- 18 Security Deposit-Cum-Performance Bank Guarantee Form
- 19 Proforma of B.G. for Additional Contract Performance Guarantee
- 20 FORM OF COMPLETION CERTIFICATE
- 21 Format for Contractor's Performance Evaluation



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FORM NO 1. LETTER OF BID

To,
The

Sub:.....

Ref: NIT No: &

Dear Sirs,

We offer our Bid No. dated to perform the services in accordance with the conditions of the NIT document including its subsequent amendments..... and clarifications....., if any (Insert Numbers), as available in the website. The details of the Cost of Tender document and bid security being submitted by us has been furnished by us online.

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 including its subsequent amendments (if any) & clarifications (if any), unconditionally.

Yours faithfully,

(Signature of Bidder OR Authorised person of bidder OR DSC Holder bidding online with authorisation from bidder)

1. Name of Authorised Signatory:
2. Type of Authorisation:
3. Name of the Bidder:
4. Address:
5. E-Mail Address:
6. Mobile Number:
7. FAX Number:
8. Telephone Number:
9. Place:
10. Date:



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FORM NO. 2. 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 for
.....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



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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 uptoand 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

Place

(Signature)

(Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

(2)

*Please indicate the name and address of the projects/stations/offices where the B.G. is to be executed.

(on non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)



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FORM NO. 3: FORM OF EXTENSION OF BANK GURANTEE

Ref. No. :

Date.....

To,

*Damodar Valley Corporation,

Sub : Extension of Bank Guarantee No. _____ Dated _____ for Rs.
..... Favouring yourselves, expiring on on account
of M/s in respect of NIT/LOA, etc.....Dated.....
(Hereinafter called original Bank Guarantee)

Dear Sirs,

At the request of M/s..... , We..... Bank Branch Office at
.....and having its head office atdo hereby extend the
validity of the above mentioned Bank Guarantee No..... dated by
another months/years and will now expire on with claim period
upto

Except as provided above, all other terms and conditions of the original Bank Guarantee
No.....Dated.....shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

for.....

Manager/Agent/Accountant

Dated.....

SEAL OF BANK

Note: * Please mention the full address of project/office where the Bank Guarantee is to be
submitted

The non-judicial stamp paper should be in the name of issuing Bank.



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**FORM NO. 4 BANK GUARANTEE VERIFICATION CHECKLIST & INSTRUCTION FOR
FURNISHING BANK GUARANTEE**

(A) BANK GUARANTEE VERIFICATION CHECKLIST:

SL. NO.	CHECKLIST	YES	NO
1.	Does the bank guarantee compare verbatim with standard DVC Proforma for BG?		
2.(a)	Has the executing Officer of BG indicated his name designation & power of Attorney No./signing power number etc. on BG?		
2.(b)	Is each page of BG duly signed/initialed by the executant, 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?		
2.(c)	Is BG no. and date mentioned on all pages of the BG?		
2.(d)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3.(a)	Is the BG on non-judicial stamp paper of appropriate value?		
3.(b)	Is the date of sale of non-judicial stamp paper is issued not more than six months prior to the date of execution of BG?		
4.(a)	Are the factual details such as Bid Specification No./NIT No./ LOA No., contract price, etc. correct.?		
4.(b)	Whether overwriting/cutting if any on the BG authenticated under signature & seal of executants?		
5.	Is the amount and validity of BG in line with contract provisions?		
6.	Is the foreign bank guarantee, confirmed by a Nationalized/ Scheduled bank in India (as applicable)?		
7.	Whether the BG has been issued by a Nationalized Bank/Non-Nationalized Bank acceptable to DVC/Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents? (On non-judicial stamp paper of appropriate value to be purchased in the name of the Bank).		



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(B) INSTRUCTION FOR FURNISHING BANK GUARANTEE :

1. Bank Guarantee (B.G.) for Advance Payment (if any) , B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money (if any) 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.



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FORM NO 5. POWER OF ATTORNEY

ON NON JUDICIAL STAMP PAPER (minimum value of Rs.10).

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



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Form No 6 : PROFORMA FOR AFFIDAVIT TO BE SUBMITTED

(For genuineness of the information furnished and authenticity of the documents produced 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 declaration 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 or Our affiliates is / are not banned / suspended by Any establishment of **DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)'**

OR

I/We and or Our affiliates have been banned / suspended by Any establishment of **DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)'** 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 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



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FORM NO 7. Form for Acceptance of On Line Reverse Auction / Bidding

(To be submitted on Bidder's Letter Head)

We, _____ (Supplier Name) having registered office at,

_____ (address)

agree to have understood the On Line Reverse Auction / Bidding Process and the Business Rules and instructions for Reverse Auction / Bidding given in the NIT documents. We agree to participate in the On Line Reverse Auction / Bidding and abide by the rules.

Name & Designation:

e-mail ID:

Contact Phone Nos:

Address:

(Signature & Seal)

Place:

Date:



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FORM NO.8: NO RELATION CERTIFICATE

(To be submitted on Bidder's Letter Head)

Certified that I/ We have no relative posted in Accounts/ Finance Department in any capacity between grades of Divisional Accountant and Manager (Finance) (both inclusive) or as an Engineer in the capacity between the grades of Dy. Chief Engineer and Junior Engineer (both inclusive) in DVC under whose audit/ technical control the work will be executed. I/ We shall also intimate the name of persons who subsequently employed by me/ us who are nearly relatives to any Engineer/ Divisional Accountant/Accounts/Finance Officials in DVC.

By the terms near relative is meant wife, husband, parents and grandparents, children and grand children, brother and sisters, uncles, aunts and cousins and their in-laws.

Signature of the Contractor



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FORM NO 9. DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT
(To be submitted on Bidder's Letter Head)

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:

(Authorised Signatory)

Place:

(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:

(Authorised Signatory)

Place:

(Name) (Designation)

(Authorisation No.) (Bank Seal)



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FORM NO. 10: 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)

2. 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.



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- 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



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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:

Sl. No.	Name	Address	e-mail
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.



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(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.



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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)



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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.



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FORM NO. 11 : DECLARATION ON BANNING POLICY

Bidder's Name and Address :

To
Chief Engineer(M),
C&M Department, DVC,
DVC Towers, VIP Road,
Kolkata-700054

- 1) We have read the contents of the Banning Policy of DVC attached with this BIDDING document and agree to abide by this Policy. Further, in terms of requirement under Banning Practices we hereby declare the following:
 - (i) 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 Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)' and the ban / suspension is still in force on the date of bid opening of techno-commercial bid or on the date of issuance of LOA/PO/Work Order/ LOA-cum-Work Order, the offer of the business firm/ authorized agent/distributor/dealer/affiliates shall not be considered for all establishments of DVC.
 - (ii) If the performance of a bidder in any contract in DVC is found to be unsatisfactory during last 02 years, the bidder shall not be considered for this tender.
- 2) We further declare that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, DVC shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Performance Bank Guarantee and/or, The Bidder shall be suspended for 1(one) year and shall not be eligible to bid for DVC tenders from date of issuance of suspension order.

Date : (Designation).....

Place : (Printed Name).....



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FORM NO. -12 : Declaration regarding Local content included in bid price

Bidder's Name and Address:

To
Chief Engineer(M),
C&M Department, DVC, DVC
Towers, VIP Road, Kolkata-
700054

Dear Sir,

We hereby declared the followings: -

- 1.0 We confirm that we are a * Class-I Local supplier/Class-II Local supplier (strike out whichever is not applicable), and the Local content in our quoted price is % of the total quoted price as per the details given below:

Sl. No.	Description of Items	Quantity /Weight	Local content (as % of total Price)	Details of location(s) at which the local value addition are made
---------	----------------------	------------------	-------------------------------------	---

We undertake that a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) certifying the percentage of local content shall be submitted by us at Annexure-1 to this Attachment.

Further, we confirm the following:

Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) .	Yes / NO [Strike off, whichever is not applicable]
---	---

We further agree to furnish any information as a proof of the above to your satisfaction as and when required.

(Signature).....

Date :
Place :

(Designation).....
(Printed Name)
(Common Seal)

Note: Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this Attachment.



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FORM NO. 13.Proforma for 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)



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AOLBYKE GEMELIA THERMAL POWER STATION DVC

FORM NO. 14 FORM OF DEED OF JOINT UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER & ** 'ASSOCIATE'/ 'PROMOTER COMPANY (IES) OF JVC' FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT OF
".....(mentioned name of the work)".

This DEED of UNDERTAKING executed this..... day of 2022.....by
M/s..... a company registered under
the..... having its registered office at (hereinafter called the **JV Company/
Bidder/ Contractor**, which expression shall include its successors, administrators, executors and
permitted assigns)

And

M/s , a company incorporated
under.....having its Registered Office at
.....,(hereinafter called
the **Associate** which expression shall include its successors, administrators, executors
and permitted assigns)

Or,

M/s., M/s., M/s.,
M/s., etc. (as applicable) , company(s) registered under
....., etc. (as applicable) respectively, having registered office(s)
at , , , etc. (as applicable) respectively, the
Promoter Company(ies) of JVC [hereinafter called the "**Promoter Company(ies) of JVC**", which
expression shall include its successors, administrators, executors and permitted
assigns]

And in favour of

DAMODAR VALLEY CORPORATION, established by the ACT XIV of 1948, having its Registered
Office at DVC TOWERS, VIP ROAD, KOLKATA- 700054, INDIA (hereinafter called "**DVC**" or
"**Employer**" which expression shall include its successors, administrators, executors and
assigns).

WHEREAS, the Employer invited Bids vide **NIT No.:** for
".....(name of the work)" as specified in its Bidding
Document.

AND WHEREAS, M/s..... , {As Associate}meets the stipulated requirements as per
Clauseof IFB of Bidding Documents,

Or,

M/s., M/s., M/s.,



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M/s., etc. [as Promoter Company(ies) of JVC as applicable], fully meets the stipulated requirements as per Clauseof IFB of Bidding Documents ,

And we, the Bidder & the ** Associate / Promoter Company(ies) jointly executed this irrevocable Deed of Joint Undertaking for effecting this Association that we shall be held jointly and severally responsible and bound unto the Employer for **successful performance of the contract** of “.....(name of work)” in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "**Contract**").

WHEREAS M/s (the Bidder/Contractor) is submitting its proposal No..... datedin response to the aforesaid Invitation for **Bid** “.....(name of the work)” NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we, the aforesaid ** Associate / Promoter Company(ies) of JVC and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the contract of “.....(name of the work)”.
2. In case of any breach of the Contract committed by the Contractor, we, the ** Associate / Promoter Company (ies) of JVC, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the contract of “.....(name of the work)”. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the ** Associate / Promoter Company(ies) of JVC and Contractor, jointly and severally undertake to promptly indemnify, and pay such losses /damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the ** Associate / Promoter Company(ies)of JVC, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice to any rights of the Employer under this Deed of Joint Undertaking to proceed against the ** Associate / Promoter Company(ies) of JVC.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:

(a) the ** Associate / Promoter Company(ies)of JVC shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor and ** Associate / Promoter Company(ies) of JVC to facilitate



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the successful performance of the contract of
“.....(name of the work)” and shall advise the
Contractor suitable modifications of design and implement necessary corrective
measures to discharge the obligations under the Contract.

(b) In the event the ** Associate / Promoter Company(ies) of JVC and Contractor fail to
demonstrate successful performance of the contract of
“.....(name of the work)” the ** Associate /
Promoter Company(ies) of JVC and the Contractor shall promptly carry out all the
measures at their own expense and shall promptly provide corrected designs to the
Employer.

(c) Implementation of the corrected designs and all other necessary repairs,
replacements, rectifications or modifications and payments of financial liabilities, penalties
and fulfilment of all other obligations as provided under the Contract shall be the joint
and several responsibilities of the Contractor and ** Associate / Promoter
Company(ies)of JVC.

4. We, the Contractor and ** Associate / Promoter Company(ies) of JVC do hereby
undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till
the expiry of warranty/guarantee period under the Contract and further stipulate that the
Undertaking herein contained shall terminate after six months of satisfactory completion of
such warranty/guarantee period. In case of delay in completion of warranty/guarantee period,
the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We
further agree that this undertaking shall be without any prejudice to the various liabilities of
the Contractor, including the Contract Performance Security as well as other obligations
of the Contractor in terms of the Contract.

5. The Contractor and ** Associate / Promoter Company (ies) of JVC will be fully
responsible for the quality of works and timely delivery thereof to meet the work schedule
under the Contract.

6. In case of Award, in addition to the Contract Performance Security furnished by the
Contractor, the ** Associate / Promoter Company(ies) of JVC shall furnish "as Security" an
on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to
Employer as per provisions of the Bidding Documents. The value of such Bank Guarantee shall
be as stipulated in the Bidding documents and it shall be guarantee towards the faithful
performance/compliance of this Deed of Joint Undertaking in accordance with the terms and
conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid
for entire period of Contract, i.e. six months beyond the end of the warranty/guarantee period
of the “.....(name of the work)” under the Contract.



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In case of delay in completion of the warranty/guarantee period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.

7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Document. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Kolkata shall have exclusive jurisdiction.
8. We, the **** Associate / Promoter Company(ies) of JVC** and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.
9. That this Deed shall be operative from the effective date of the Contract.
IN WITNESS WHEREOF, the Associate/Collaborator and the Contractor, through their authorized representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

**** For M/s**

(Promoter Company (ies) of JVC)

Witness

Name _____

1. _____

(Signatures of the authorized representative)

Designation _____

(Official address)

Common Seal _____



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**** For M/s**

(Associate)

Witness

Name _____

2. _____

(Signatures of the authorized representative)

Designation _____

(Official address)

Common Seal _____

Prime Bidder

Witness

1. _____

Name _____

**(Signatures of the
authorized representative)**

Designation _____

(Official address)

Common Seal

**** Delete whichever is not applicable as per the respective clause of QR of IFB**



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FORM NO. 15. POWER OF ATTORNEY

(IN CASE OF JOINT VENTURE/ ASSOCIATES)

(ON NON JUDICIAL STAMP PAPER)

Know all men by these presents that we....., all carrying on business at present in Joint Venture under the name and style of having its office at....., do hereby nominate, constitute and appoint Shri.....S/O.....by

Caste..... by Occupation.....at present residing at.....as the Constituted Attorney for and on behalf of our said Joint Venture firm to do inter alia the following acts, deeds and things:-

Whereas, the members of the Joint Venture.....(herein after name of JV) having its office at.....are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of _____the Project, and

Whereas, it is necessary for the members of the Joint Venture to designate someone with all necessary power and authority to do for and on behalf of the Joint Venture all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the Project or in the alternative to appoint someone, who would have all necessary power and authority to do all acts, deeds and things on behalf of the Joint Venture, as may be necessary in connection with Joint Venture's Bid for the Project.

Whereas DVC_____ has invited Bid for the ".....(name of the work)" against Tender Notice No. _____

- 1) To do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's Bid for the Projects, including signing and submission of Bid participating in conferences, responding to queries, submission of information/documents and generally to represent the Joint Venture in all its dealing with DVC, _____, any other Government Agency or any person, in connection with the Project until completion of the process of bidding and thereafter till the agreement is entered into with DVC, _____

And we the undersigned do hereby and at all times hereinafter shall ratify and confirm all and whatsoever other act or acts our said Attorney shall lawfully and bonafide do or acts to be done by virtue of these presents.



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In witness where of we have here unto set and subscribe our respective hands and seal this
_____ Day of _____ 20

Witness:

Signed for and behalf of

1)

Name:

2)

Signed for and on behalf of

Name:

Signature of Power of Attorney Holder is attested hereby

Signature of Power of Attorney Holder

Signature of person signing this Power
Of Attorney for Joint Venture above



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FORM NO. 16: BANKER DETAILS

BANKER DETAILS of DAMODAR VALLEY CORPORATION

1	Name Of The Bank	PUNJAB NATIONAL BANK	
2	Name and address of Branch	NEW MANICKTALA BRANCH, VIP ROAD, KOLKATA-7000054	
3	RTGS (IFSC) Code of Branch	PUNB0008220	'0' Stands for zero
4	DVC's Account Title	DAMODAR VALLEY CORPORATION	
5	DVC'S Account No.	0082250010682	



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FORM NO. 17: FORM OF CONTRACT AGREEMENT

**DAMODAR VALLEY CORPORATION
AGREEMENT FOR CONTRACT**

AN AGREEMENT made and entered into this..... day of 20..... by and between **M/s DAMODAR VALLEY CORPORATION (DVC), DVC HQ.** (Name of the Power Station/Hydel Station/Field Formations) of the FIRST PART (which expression shall unless repugnant to the context be deemed to include its successors or assigns) and **M/s _____** of the SECOND PART (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors or assigns.)

WHEREAS the aforesaid Party of the First Part invited tenders for the work of _____
(name of the work).

WHEREAS the tender of the Party of the Second Part was accepted and the work was awarded to the Party of the Second Part by letter no. **DVC's W.O. No.** _____

AND WHEREAS the Party of the Second Part has accepted the work order aforesaid in their letter No. _____.

Now the Agreement, witnessed and it is hereby agreed by and between the parties as follows:

- I. This Agreement is a contract for service, consisting of Clauses 1 to 20, inclusive of Annexure hereto and NIT/LOA/LOI/Work Order.
- II. In consideration of the payments to be made by the Party of the First Part to the Party of the Second Part, the Party of the Second Part hereby covenants to carry out the work of _____ (Name of the work). The Party of the First Part hereby covenants to pay to the Party of the Second Part in consideration of the aforesaid work, as provided in the Agreement.

1) DEFINITIONS:-

- a) "Agreement" shall be effective from the date of commencement of work as stipulated in the work order / Letter of Award (LOA).
- b) "Payment" shall mean the amount payable as specified in relevant Clause of NIT/Order/GCC.
- c) "Premises" shall mean the premises described in Schedule I.
- d) "Notice" shall mean Notice complied with the terms of relevant Clause of NIT/Order/GCC.
- e) "Services" shall mean the detailed scope of work as described in Schedule II.
- f) "Terms & Conditions" shall mean the terms and conditions which are in the NIT and its subsequent amendments and the terms & conditions mentioned herein after and is binding on the parties.

2) OBLIGATIONS OF THE PARTY OF THE SECOND PART

- a) The Party of the Second Part shall provide services as agreed upon and set out in Schedule II for the term of the Agreement or until it is terminated in accordance with the clauses of this Agreement.
- b) The Party of the Second Part shall obtain at his own cost necessary permits or licenses etc as required under the various laws whether Central, State or Local from time to time for



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performing and rendering services and the Party of the First Part shall not take any liability whatsoever in this regard.

- i) The Party of the Second Part has to obtain licenses/permits etc as applicable as mentioned above at the earliest of signing this Agreement.
- ii) If the licenses/permits etc obtained by the Party of the Second Part are revoked and/or suspended and/or cancelled by the authority concerned and/or become invalid, the Agreement shall stand unilaterally terminated.
- c)** The Party of the Second Part shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to this Agreement from time to time. These Acts/Rules include, without limitations the following:
 - i) The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time;
 - ii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notification made there under;
 - iii) The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;
 - iv) The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time;
 - v) The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time;
 - vi) The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time;
 - vii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time;
 - viii) The Factories Act, 1948 with Rules, Orders and Notifications issued there under from time to time;
 - ix) The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.
 - x) All other Acts/Rules/Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party of the Second Part from time to time for performing the aforesaid services.

The Party of the Second Part shall produce the requisite Compliance Report to the Party of the First Part from time to time or as prescribed in the abovementioned laws.

- d)** The Party of the Second Part shall undertake the services as per details given in Schedule II attached to this Agreement. The Party of the Second Part shall also comply with other instructions, if any, given in writing by the authorized representative of the Party of the First Part to the Party of the Second Part or to his authorized representative for performing the aforesaid services.
- e)** The performance of service by the Party of the Second Part shall be of highest order/standing and competence and as described in Schedule II.
- f)** The Party of the First Part may terminate this Agreement if the performance of services by the Party of the Second Part is not up to specified standard and if the Party of the Second Part fails to comply with the laws mentioned hereinbefore. The decision of the Party of the First part in this respect shall be absolute and final.



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3) DEPLOYMENT OF EMPLOYEES BY THE PARTY OF THE SECOND PART

- a) The Party of the Second Part as and when required shall deploy his own employees for rendering satisfactory services.
- b) There shall not subsist in any manner whatsoever any employer-employee relationship between the Party of the First Part and the workmen/employees employed and as and when deployed by the Party of the Second Part or the Party of the Second Part himself. The Party of the Second Part shall be responsible for appointments, payment of wages, compliances with all statutory formalities relating to the workmen/employees employed and deployed by it.
- c) The Party of the Second Part shall conduct the work in the manner prescribed by the Party of the First Part and in the event of any deviation there from, the Party of the Second Part shall be responsible to make good the same within _____ (need based to be incorporated) from being intimated by the Party of the First Part. The Party of the Second Part shall supervise and control the manner and mode of working and also the working of the workmen as and when deployed and there shall not be any supervision and control by the Party of the First Part over the employees/workmen employed by the Party of the Second Part.
- d) The workmen/employees engaged and deployed by the Party of the Second Part shall observe discipline at all times and maintain decency and decorum during the course of their employment and the Party of the Second Part shall be fully responsible for the said workmen/employees.
- e) The payment of wages, ESI, PF, bonuses and other benefits to the employees of the Party of the Second Part shall be the exclusive responsibility of the Party of the Second Part and the employees shall have no claim whatsoever on the Party of the First Part.
- f) The Party of the Second part as an when deploy workmen Party of the Second part shall maintain a Register of persons employed under him and issue Employment Photo Identity Cards to each worker within three days of employment and a copy of the same to be submitted with the Party of the First Part within seven days there from.
- g) The Party of the Second part as and when employed workman shall also maintain all statutory register viz register of wages, muster roll register of deductions, register of overtime register of fines, register of advances, wage slip and any other registers required to be maintained under the statute and shall give inspection of the same to the Party of the First Part on demand.
- h) The Party of the Second part as and when employed workman shall make the Payment of wages and other conditions of employment in respect of workmen employed and deployed by the Party of the Second Part in conformity with statutory requirements and the Party of the First Part shall be fully protected in all respect in this regard.
- i) The Party of the Second part as and when employed workman shall send half-yearly returns to the Licensing Officer not later than thirty days from the closing of the Half Year.
- j) The Party of the Second part as and when employed workman shall be solely and wholly responsible for the safety & security of the employees employed by the Party of the Second Part. The Party of the Second Part shall also make adequate provision of insurance for the said employees at their own cost to cover them against the risk of accident and /or death in



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harness. In the event of any accident and/or death in harness, the Party of the Second Part shall pay proper compensation to the employees as per The Workmen's Compensation Act, 1923. The Party of the First Part will have no responsibility whatsoever, and will be kept fully indemnified and harmless.

- k) The Party of the Second Part shall also be responsible for the property of the Party of the First Part and in case of any damage whatsoever, shall immediately repair/replace the damaged property at their own cost and arrangement failing which Party of the First Part shall have right to recover the cost from the Party of the Second Part.
- l) The Party of the Second part as and when employed workman in case of any act of indiscipline on the part of workmen/employees engaged by the Party of the Second Part, the Party of the Second Part shall take suitable action against the delinquent employees with proper intimation to the appropriate authority of the Party of the First Part.
- m) The workmen/employees of the Party of the Second Part as and when employed by the Party of the Second Part including himself shall have no right and/or any right to access whatsoever to claim as an employment with the company of the Party of the First Part.
- n) In case the workmen/employees engaged by the Party of the Second Part have any grievance they shall take it up with the Party of the Second Part without causing any disturbance in the premises of the Party of the First Part in any manner. Under no circumstances, shall the workmen engaged by the Party of the Second Part initiate or take part in any agitation or demonstration against the Party of the First Part.
- o) If the process forming part of this Agreement is abolished by any provision of law or under Sec. 10 of the Contract Labour (R&A) Act, 1970 the workmen/employees of the Party of the Second Part shall not become the employees of the Principal Employer i.e. Party of the first Part.
- p) During the terms of this Agreement the Party of the Second Part shall be an independent employer and not in any manner has any employer - employee relationship with the Party of the First Part and that of Principal to Principal.

4) OBLIGATIONS OF THE PARTY OF THE FIRST PART

- a) The Party of the First Part shall permit the duly authorized workmen of the Party of the Second Part at all convenient times to enter into and upon the premises only on presentation of the approved gate passes as mentioned below, for the purpose of carrying out their work.
- b) The Party of the First Part shall make to the Party of the Second Part all payments, as per Clause 10, throughout the term of this Agreement or so long the Agreement subsists or the Party of the Second Part performs its obligation under this Agreement.

5) COMPLETION The Work shall be deemed to have been completed on expiry of period of this Agreement and release of final payment to the Party of the Second Part by the Party of the First Part.

6) PENALTY: In terms of the General Terms of the Contract clause (as applicable as per the DVC's Contract and GCC)



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7) DELEGATION (As Applicable)

8) INDEMNITY Party of the Second Part covenants and agrees to fully protect and hold the Party of the First Part, its employees and agents harmless against any claim, demand, actions, suits, proceedings, judgment, liabilities, costs, expenses, damages or losses.

9) BILLS The Party of the First Part reserves the right to require the Party of the Second Part to submit documentary evidence in support of the bills, including details of the work done, duly supported by the Certificate from the representative of the Party of the First Part in the first week of the following month. Party of the First Part also reserves the right to make at the earliest opportunity any adjustment which may be pending from the previous months.

10) PAYMENT As per the relevant clauses of work order

11) DURATION OF THE AGREEMENT

- a) This Agreement shall be effective from the date of commencement of the work as per the Work Order
- b) The Agreement shall be deemed to expire on completion of the work and on compliance of all the statutory obligations by the Party of the Second Part as provided in for in the agreement, unless extended by both the parties in writing.

12) CANCELLATION/TERMINATION

As Per the Clause 28 of the General Conditions of the Contract.

13) CONSEQUENCES OF TERMINATION

- a) In the event of this Agreement being determined whether by efflux of time or notice or breach or otherwise, the Party of the Second Part shall forthwith return to the Party of the First Part all the papers, books or other articles belonging to the Party of the First Part.
- b) In the event of termination of this Agreement, the rights and obligations of the parties thereto shall be settled by mutual discussion. The financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the Party of the First Part.
- c) In the event of termination of this Agreement, the Party of the Second Part shall be liable to refund the amount, if any, paid in advance to it by the Party of the First Part.
- d) Either Party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each party shall remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised any one or more of the rights and remedies available against each other.

14) FORCE MAJEURE As Per the relevant Clause of the General Conditions of the Contract.

15) CONFIDENTIALITY During the tenure of the Agreement and 7 years thereafter the Party of the Second Part undertake on their behalf and on the behalf of their subcontractors / employees / representatives / associates etc to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to the work under this Agreement for any purpose other than in accordance with the Agreement.



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16) NOTICE Any notice to be served by either party on the other shall be sent by Registered Post and shall be deemed to have been received by the addressee within 07 days of posting.

17) SETTLEMENT OF DISPUTES AND ARBITRATION

- a) Any dispute(s) or difference(s) arising out, of or in connection with the contract shall, to the extent possible, be settled amicably between the Party of the First Part & Party of the Second Part.
- b) In the event of any dispute or difference whatsoever arising under this Agreement or in connection therewith including any question relating to existence, meaning and interpretation of the terms of the Agreement or any alleged breach thereof, the same shall be referred to the Chairman, the CEO of Damodar Valley Corporation, Kolkata-54 or to a person nominated by him for arbitration. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any other latest enactment and the decision/judgment of Arbitrator/Arbitrators shall be final and binding on both the parties. The venue of the arbitration shall be at Kolkata.

However, in case the Party of the Second Part is a Central Public Sector Enterprise/ Govt. Department, the dispute arising between the Party of the First Part & Party of the Second part shall be settled through Permanent Arbitration Machinery (PAM) of the Department of Public Enterprise, Govt. of India as per prevailing rules.

- c) All suits arising out of NIT, subsequent work order and agreement, if any, are subject to jurisdiction of Court in the City of Kolkata only and no other Court, when resolution/ settlement through mutual discussion and arbitration fails.

18) AMENDMENTS OF THE AGREEMENT

No amendment or modification of this Agreement shall be valid unless the same is made in writing by both parties or their authorized representative and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

19) MISCELLANEOUS

- a) The Party of the Second Part as and when required shall deploy as many in number -expert personnel and/or skilled/semi-skilled/unskilled workmen with adequate qualification and experience having appropriate level of acumen to carry out the job with entire satisfaction of the Party of the First Part.
- b) No child labour shall be engaged by the contractor as per statutory rules of the Govt. of India.
- c) The Party of the Second Part as and when employed their employees engaged in the job shall follow all safety rules at the time of execution of work. It shall be the responsibility of the contractor to supply all safety equipment necessary to their O&M personnel without any extra cost to DVC. All statutory rules & regulations shall have to be followed by the contractor during employment/retrenchment of his workers/employees.
- d) As the plant site is a protected area, necessary gate passes with photograph of every worker/employee of the Party of the Second Part shall be arranged by the Party of the Second



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Part with proper intimation to the Party of the First Part. The expenditure of issuing the gate passes to the workmen shall be borne by the Party of the Second Part. The gate passes shall be duly signed by the Party of the Second Part with official seal in addition to the signature of the holder (employee of the Party of the Second Part) and the authorised officer of the Party of the First Part.

- e) In case of sub-letting the contract, the sub-contractor shall be engaged with prior approval of the Party of the First Part and at full risk of the Party of the Second Part.
- f) The Party of the Second Part shall not pay less than the prescribed minimum wages to the workmen engaged by him under the Minimum Wages Act, 1948 and the Govt. Rules made there under and subject to revision from time to time. The monthly payment is to be made on the 7th day of the successive month. The Party of the Second Part shall intimate the disbursement of payment to the authorized representative of Personnel Dept. of the Party of the First Part on 7th -10th day of the successive month.
- g) Legal suits arising out of the Agreement, if any, are subject to the jurisdiction in the Court of the city of Kolkata and no other Court elsewhere.
- h) The workers/employees engaged by the Party of the Second Part should not be under the influence or addiction of drug/liquor while on duty. It should be obligatory on the part of the Party of the Second Part to remove any such person from the job whose action or conduct in the opinion of management of the Party of the First Part is detrimental to its interest.
- i) If the Party of the Second Part desires to execute a part of scope of maintenance contract which are very specialized in nature by engaging a specialized competent group they will have to obtain approval from the Party of the First Part, furnishing all credentials and requirement of the manpower strength before their engagement. However, the Party of the First Part reserves the right to discontinue the same at its discretion.
- j) The Party of the Second Part shall fully cooperate with other contractors employed by the Party of the First Part for associated plant and subsidiary as well as other similar activities and shall carry out all reasonable directions of the designated Chief Engineer (O&M) of the Party of the First Part or his authorized representative as the case may be.
- k) For contracts above value..... both the parties have to sign an Integrity Pact.

20) CHANGE OF ADDRESS

Each Party shall give notice to the other of any change or acquisition of any address or telephone number or FAX or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

IN WITNESS WHEREOF the parties hereto put their signatures on the date as written above.



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SIGNED, SEALED AND DELIVERED

Party of the Second Part

Party of the First Part

in the presence of:-
of:

in the presence

1.

1.

2.

2.

SCHEDULE - (I)

Premises at which the Services are to be required- DAMODAR VALLEY CORPORATION (DVC),
DURGAPUR STEEL THERMAL POWER STATATION (DSTPS), ANDAL, WEST BENGAL.

SCHEDULE - (II)

List of services as mentioned in this agreement and in subject work order to be provided at all the
premises listed in Schedule I.



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FORM NO. 18: SECURITY DEPOSIT-CUM- PERFORMANCE BANK GUARANTEE FORM

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

Ref..... Bank Guarantee No.....

Date.....

In consideration of the Damodar Valley Corporation, a corporation constituted and established under the Damodar Valley Corporation Act being Act No. XIV of 1948 and having its Headquarters at DVC Towers, VIP Road, Kolkata-700054, (hereinafter referred to as the 'Corporation' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s (Contractor's name) with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns), a Contract by issue of Corporation's *Purchase Order/Notice of Acceptance/Letter of Acceptance/Work Order No. dated and the same having been unequivocally accepted by the 'Contractor' resulting into a 'Contract' valued atfor.....(Name and description of the work/material).....(herein after referred to as the 'Contract') and the 'Contractor' having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to(BG value).....being % of the Contract price to the Corporation.

We,(Name & Address of Bank)..... having its Head Office at..... (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the Corporation, on demand, any and all monies payable by the Contractor to the extent of(BG value)..... as aforesaid at any time up to (@ days/months/years).....unconditionally, and without any demur, reservation, contest, recourse or protest and without any reference to the Contractor. Any such demand made by the Corporation on the Bank shall be conclusive and binding notwithstanding any difference between the Corporation and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Corporation and further agrees that the guarantees herein contained shall be enforceable till the Corporation discharges this Guarantee.

The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Corporation shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or forbear to enforce any covenants, contained or implied in the contract between the Corporation and the Contractor or any other course of remedy or security available to the



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Corporation. The Bank shall not be released of its obligations under these presents by any exercise by the Corporation of its liberty with reference to the matters foresaid or any of them or by reason of any other act or forbearance or other acts of commission or omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Corporation at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Corporation may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to (BG Value).....and it shall remain in force up to and including (@ days/ months /years) and shall be extended from time to time for such period as may be desired by (Contractor's Name) on whose behalf this guarantee has been given.

Dated thisday of ----- (YYYY) at(Place).....

(SIGNATURE)

(NAME)

.....
(DESIGNATION WITH BANK STAMP)

Attorney as per Power of Attorney no.....

DATED

In presence of

WITNESS (with full name, designation, address and official seal, if any)

1)

2)

*Mention the relevant along with reference number.

@This date shall be up to the end of the Defects Liability /Warranty Period as specified in the Contract plus six (6) months claim period thereafter. In case Bank refuses to issue BG having Claim Period separately, the validity period of the BG may be taken as the end of the Defects Liability/Warranty Period plus six (6) months.

Each page of the B.G. to be signed by the executants with common Bank stamp and date.



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**FORM NO. 19. PROFORMA OF B.G. FOR ADDITIONAL CONTRACT PERFORMANCE
GUARANTEE**

**(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, IF ANY, OF THE COUNTRY OF THE
ISSUING BANK)**

Ref:

Bank Guarantee No.

Date.

(1) KNOW ALL MEN BY THESE PRESENTS that in consideration of Damodar Valley Corporation, a Corporation constituted and established under the Damodar Valley Corporation Act being Act No. XIV of 1948 and having its Headquarters at D.V.C. Towers, V I P Road, Kolkata-700054 (hereinafter called "The Corporation") having agreed to accept from (hereinafter called "The Contractor"), a Bank Guarantee for Rs. in lieu of additional contract performance guarantee for the due fulfilment by the ** Associate / 'Promoter Company(ies)/ contractor of JV' of the *Purchase Order/Letter of Intent/Letter of Acceptance/work order No. issued by the Corporation for (Name & Description of the work/material) (hereinafter called "the said *Purchase Order/Letter of Intent/Letter of Acceptance/ work order") we (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs..... (Rupees) only against any loss or damage caused to or suffered by the Corporation by reason of any breach by any of the **_Associate / 'Promoter Company (ies)/ JV Contractor' of any of the terms and conditions contained in the said * Purchase Order/Letter of Intent/Letter of Acceptance/ work order of which breach the opinion of the Corporation shall be final and conclusive.

(2) AND WE,DO HEREBY Guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of (Rupees) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for placed with it (the work tendered for by it) within the period stipulated in the said *Purchase Order/Letter of Intent/Letter of Acceptance/work order in accordance with terms and conditions contained or referred to in the said *Purchase Order/Letter of Intent/Letter of Acceptance/work order in the event of the ** Associate / 'Promoter Company(ies)/ JV Contractors' refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to in the said *Purchase Order/Letter of Intent/Letter of Acceptance/ work order.



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3) WE further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said *Purchase Order/Letter of Intent/Letter of (Acceptance/work order including the warranty obligations and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said * Purchase Order/Letter of Intent/Letter of Acceptance/work order have been fully paid and its claims satisfied or discharged or till the Corporation or its authorized representative certified that the terms and conditions of the said * Purchase Order/Letter of Intent/Letter of Acceptance/ work order have been fully and properly carried out by the said contractor and accordingly discharged the Guarantee.

(4) WE, the Guarantor undertake to extend the validity of Bank Guarantee at the request of the Contractor for further period or periods from time to time beyond its present validity period failing which we shall pay the Corporation the amount of Guarantee.

(5) The liability under this guarantee is restricted to Rs._____ only and will expire on..... and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us within 06 months from all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter).

(6) The Guarantee herein contained shall not be determined or effected by liquidation or winding up or insolvency or closure of the Contractor.

(7) The executants has the power to issue this guarantee on behalf of the Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is 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 on or before all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, Bank lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Corporation in writing. In witness whereof we..... have set and subscribed our hand on this day of..... 20..... at.....

SIGNED, SEALED AND DELIVERED

WITNESS :

(Stamp of the executants)

1) –

2) –

(Name & address in full with Rubber Stamp)



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*Mention the relevant along with reference number.

Each page of B.G. to be signed by the executants with common Bank stamp and date

**** Delete whichever is not applicable as per the respective clause of QR of IFB**

NOTE:

1. The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank.
2. (i) The Bank Guarantee from a Bank as per the ITB is acceptable to the Employer.
(ii) The Bank Guarantee from any other Indian or Foreign Bank of repute acceptable to the Employer, is also acceptable.
(iii) While getting the Bank Guarantee issued, the ** Associate / 'Promoter Company(ies)' is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the contractor is required to fill up this Form and enclose the same with the Bank Guarantee.



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FORM NO. 20: FORM OF COMPLETION CERTIFICATE

Date:

IFB No:

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to the Conditions of the Contracts entered into between yourselves and the Employer dated *[date]*, relating to the *[brief description of the jobs]*, we hereby notify you that the job was complete on the date specified below, and that, in accordance with the terms of the Contracts, the Employer hereby takes over the said Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities: *[description]*
2. Date of Completion: *[date]*

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contracts nor of your obligations during the Defect Liability Period.

Very truly yours,

Title
(Project Manager)



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FORM NO. 21: Format for Contractor's Performance Evaluation

Monthly Performance Evaluation			
1	Name of Work		
2	LOA Ref.		
3	Name of Contractor		
4	Month of Performance Rating	From to	

Sl. No.	Description	Max Marks	Marks Obtained
A	Quality, Nos. and Workmanship in Work: Maximum 45 Marks		
1	Quality of manpower deployed (As per the terms & condition of contract, NIT, including literacy, etc., if any) a. Skilled category (Either ITI holder, HP welders, Fitters, Gang head of erection team and /or selected by the Project Manager as per the experience and TEST conducted). b. Unskilled category (Stress on literacy level, experience and safety consciousness). c. Trained & Experience Engineers/qualified supervisor (BE/Diploma holder and/or selected by Project Manager, knowledge/relevant experience) d. Deployment/development of highly skilled specialist technicians for critical jobs (as and when required).	05 05 05 05	
2	Strictly following quality guidelines, quality plan(QAP) and/or checklist for each job, given by the Project Manager	10	
3	a. Repetition of job due to bad workmanship including defect liability (frequency of occurrence and compliance for rectification) b. Improper use of DVC facilities (Example: Leaving junction boxes open after the job is over , keeping scrap, welding rod, cable & wire, etc.)	0 to (-) 15	
4	a. Maintaining cleanliness at workplace while working (use of working trays, container etc.) b. Proper handling of grease, oil etc. (proper container, no spillage and contamination etc.) c. Cleaning the workplace including removal of scrap after	06	



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	completion of the job, removal of debris, etc.		
5	Use of proper tools and tackles applicable for a particular job	05	
6	Training of contractor's manpower at DVC training center for at least 02 hours per fortnight.	04	
B	Adhere to Time Schedule : Maximum 30 Marks		
1	Availability of all tools and tackles (under the scope of contractor) without any time delay	05	
2	Mobilization of proper skilled and unskilled manpower without any time delay	05	
3	a. Completion of job/supply of materials within the time frame specified in the contract (wherever available)/ Project Milestone and Schedule. b. Advance Scheduling of jobs along with Project Manager before start of the job	10 05	
4	Mobilization time taken to start the job at the beginning of the contract after getting intimation from the Project Manager. Promptness to call/start.	05	
C	Adherence to Safety : Maximum 15 Marks		
1	100% Supply of PPE & Uniform as identified in contract for workers	05	
2	Follow health and safety plan whatever layout by safety deptt. time to time	02	
3	Special care while working at heights (use of proper sized platform/safety belts, nets, etc.)	02	
4	Proper handling of material (while lifting heavy material at height) (Example: Use of cage/basket, checking of winch, crane, wire rope, etc.)	02	
5	Periodic testing of lifting tools and tackles which are at the contractor's scope inspection of tools and tackles before start of work and during the execution of contract whenever required	02	
6	Participation in Safety Awareness of the workers and training given by DVC and safety related records	01	
7	Promptness and responsiveness during emergencies	01	
8	Non-compliance of safety & requirements (depends on reports issued for violation of safety)	0 to (-4)	
D	Responsiveness : Maximum 10 Marks		
1	Ability to respond positively for changes in scope, schedules, manpower, providing scope and space to other contractors.	02	
2	Availability of the contractor/site-in-charge with adequate authorization and powers for execution of job. Site-in-charge response on Mobile/phone	02	
3	Attending Telephone calls both land line and mobile for 24X7 hrs	02	
4	Attending daily/weekly/monthly or other meetings	01	
5	Deployment of adequate and appropriate manpower from time to time	01	
6	Timely submission of check lists etc.	01	
7	Timely submission of bills, invoices and other required documents	01	
E	Statutory Compliances : 0 to (-) 30 Marks		
1	Complaints received from the contract workers regarding	0 to	



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	underpayment (less than statutory rates)/delayed payment, no payment)	(-10	
2	No Record of release of PF to workers and/or complaints received regarding the payment of PF	0 to (-)10	
3	Noncompliance of Statutory Compliances	0 to (-)5	
4	Not obtained timely insurance coverage, ESI	0 to (-)5	
5	Illegal disposal of waste oils, scrapes or any other hazardous material	0 to (-)2	
	Total (A to E)	100	
F	Bonus Points : 10 Marks		
1	Special initiative taken for the welfare of the contract workers	03	
2	Showing interest to come out with suggestive innovative ideas	03	
3	To provide scope and space for the work of other agencies.	02	
4	Response to DVC Tender Enquiries	02	
5	Claims and dispute	0 to (-)3	
	TOTAL (A to F)		
G	Total Marks obtained in the month		
	Cumulative Marks up to Previous Month		
	Marks in this Month (Total A to F)		
	Cumulative Marks		
	Up to date Average Marks = $\frac{\text{Cumulative Marks Obtained}}{\text{No. of Months}}$		

NOTE: In case of Up to date Average Marks obtained above is 70 or below the Contractor shall not be recommended for issue of tender enquiry for similar nature of work.

(Sign of Project Manager)

(Sign of Authorized Representative of Contractor)



**DAMODAR VALLEY CORPORATION
(ESTABLISHED BY ACT XIV OF 1948)**

NIT

STRENGTHENING, RETROFITTING, BUTRESSING & FURTHER RAISING OF
ASH DYKE OF MEJIA THERMAL POWER STATION, DVC.

Contractor's Performance Rating

(To be filled by Concerned Project Manager and HOD of DVC-site)

Sl. No.	Up to date Average Marks Obtained	Rating	Rating * Obtained
1	91 and above	Very Good	
2	81-90	Good	
3	70-80	Satisfactory	
4	Below 70	Unsatisfactory	

- Write as applicable and put (X) which are not applicable

Recommendation Remark (If any) :

Project Manager :

Signature

Name

Designation

Head of Deptt :

Signature

Name

Designation

NOTE :

1. In case of up to date Performance Rating obtained above is '**Unsatisfactory**', the Contractor shall not be recommended for issue of tender enquiry for a period as deemed fit not more than 2 years.
2. Enclose all the monthly filled up and Jointly Signed Performance Evaluation Form.
3. The above Performance Rating shall, generally, be given at the completion of contract period including its extension if any. However, if required, the same shall be given during the execution of work by the Project Manager.

(Sign of Authorized Representative of Contractor)



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STRENGTHENING, RETROFITTING, BUTRESSING & FURTHER RAISING OF
ASH DYKE OF MEJIA THERMAL POWER STATION, DVC.

CHECK LIST FOR BID SUBMISSION

- Procedure for bid submission:

- 1) Registration in DVC e-tender website <https://etenders.gov.in/eprocure/app>.
- 2) Download all documents related to the tender.
- 3) Bidder shall be required to furnish the 'Envelope1' hard copy comprising of following:
 - 1) Hard copy document in support of Cost of Tender Documents.
 - 2) Hard copy document in support of Bid security/EMD.
 - 3) Hard copy of Integrity Pact.

Bidders shall also require to upload the scanned copy of document of cost of tender document, bid Security/EMD and Integrity Pact duly self-authenticated at the designated place in the CPPP's e-tendering website, along with submission of offer.)

- 4) Bidders are required to upload scan copy of the following documents in e-tender portal during submission of their bid online for Techno-Commercial evaluation and compliance thereof:
 - i). Techno-commercial bid sheet duly filled in all requisite data, information.
 - ii). Price bid sheet_BOQ (excel format of DVC tender).
 - iii). Scan copies of the supporting documents in support of Technical QR/Capability.
 - iv). Scan copies of the supporting documents in support of Financial QR.
 - v). Scan copies of the supporting documents in support of associates/ joint ventures as per 'Notes on both Sl. No. (1) and Sl. No. (2) of (G) Qualifying Requirement', if applicable, following the terms & conditions of the NIT.
 - vi). NIT forms and formats as applicable.
 - vii). Scan copy of documents as per clause no. 7.0 of IFB of Vol-I.
- 5) Tenders will be processed based on scan copy of the documents submitted by the bidders.
- 6) Hard copy of the QR & techno-commercial related documents in Original/ "self-authenticated and attested by Public Notary" of all the supporting documents for Envelope2 will be asked from the L-1 bidder in support of the information and documents furnished by the said bidder online for validating and record.

During bid evaluation the Employer (DVC) 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.

Notwithstanding anything stated above, the Employer (DVC) 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 (DVC).