

**DAMODAR VALLEY CORPORATION**  
**DURGAPUR THERMAL POWER STATION**  
**P.O.: DURGAPUR-7, DT.: BURDWAN (W.B.)**

**TENDER DOCUMENTS**

Up-keepment & cleaning of all floors of Power House Buildings Like Shakti Bhawan , DM Plants, Engineer's Room of ES-I, Accounts/Fin./HR/Admn. Office, Civil office, Water Treatment Plants, Admn. Building, 132Kv/220Kv Switch yard Control Room, Machine Shop, Intake Pump house, etc & sweeping of road from Main gate to entrance of U#3 and from Shakti Bhawan to Compressor House & other areas and cleaning of all the toilets located inside PH campus at DTPS, DVC, Durgapur and other related works. (2023-2024).

NIT NO [DVC/Tender/Head Quarter/CIVIL/CMM/Works and Service/00026](#)

Dated: 04.07.2023

**"THROUGH e-TENDERING PROCESS ONLY"**

**TENDER DOCUMENT FOR:**

Up-keepment & cleaning of all floors of Power House Buildings Like Shakti Bhawan , DM Plants, Engineer's Room of ES-I, Accounts/Fin./HR/Admn. Office, Civil office, Water Treatment Plants, Admn. Building, 132Kv/220Kv Switch yard Control Room, Machine Shop, Intake Pump house, etc & sweeping of road from Main gate to entrance of U#3 and from Shakti Bhawan to Compressor House & other areas and cleaning of all the toilets located inside PH campus at DTPS, DVC, Durgapur and other related works. (2023-2024).

The document consists of the following:

1.	Instruction	::	NIT and Submission of tenders & General Information to Bidders
2.	Annexure – I	::	Qualifying Requirement
3.	Annexure – II	::	Terms & Conditions
4.	Annexure – III		SCOPE OF WORK
5.	Annexure – IV	::	Bill of Quantity (BOQ)
6.	Annexure – V		Price Variation Clause
7.	Annexure – VI	::	Format for Contractor's Performance Evaluation
8.	TECHNO-COMMERCIAL ANNEXURE	::	TECHNO-COMMERCIAL ANNEXURE (IN PDF FORMAT): To be filled and uploaded online only in Techno-commercial uploading space as per instruction therein
9.	PRICE BID ANNEXURE	::	PRICE BID ANNEXURE (AUTOMATIC SYSTEM UPDATED SHEET IN EXCEL IN BOQ FORMAT) :To be filled and uploaded online only in ' PRICE BID UPLOADING Space' as per instruction therein)
10.	Annexure – F	::	Bank Guarantee Verification Checklist
11.	Annexure – G	::	Proforma of Letter of Bid
12.	Annexure – H	::	Proforma of Affidavit
13.	Annexure – i	::	Power of Attorney for DSC (To be uploaded by the Digital Signature Certificate Holder)
14.	Annexure – J	::	Proforma of Details of Banker for Making Payment Through RTGS/NEFT
15.	Annexure – K	::	General Rules and Conditions for the Contract
16.	Annexure – Y	::	Integrity Pact as per Annexure (to be submitted by the bidder in plain paper)

**DAMODAR VALLEY CORPORATION  
DURGAPUR THERMAL POWER STATION  
P.O.: DURGAPUR-7, DT.: BURDWAN (W.B.)**

**NOTICE INVITING E-TENDER (OPEN)**

**“THROUGH e-TENDERING PROCESS ONLY”**

NIT NO [DVC/Tender/Head Quarter/CIVIL/CMM/Works and Service/00026](#)

Dated: 04.07.2023

For and on behalf of Damodar Valley Corporation, **electronic tenders in Single Stage Two Parts (OTE WITH e-REVERSE AUCTION)** are invited from the experienced bidders of similar works. Only those contractors who have executed similar nature of work to the extent of **Three similar completed jobs each costing not less than amount equal to 40% of the estimated cost or Two similar completed jobs each costing not less than the amount equal to 50% of the estimated cost or One similar completed jobs costing not less than the amount equal to 80% of the estimated cost** in preceding 7(seven) years ending last day of the month previous to the one in which this offer is invited are eligible to participate in the tender process. **Average annual turnover during the last 3(Three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost of the work under this NIT.** The tenderer must attach along with the tender paper the details of their experience with attested copies of credential in support of them.

**Tender should be submitted with attested copies of latest and valid GST. R.C., Trade Licence, Proprietorship / Partnership Deed, EPF/ESIC RC & NOC (if applicable) etc.** The successful tenderer shall have to obtain and produce the L.R.C, If applicable at the time of entering into the agreement for the work and shall have to abide by the prevailing norm of the Corporation regarding Security Deposit. The acceptance of tender will rest with the competent authority of the Corporation who does not bind himself to accept, the lowest or any other tender and reserves the right to reject in part or in full any or all of the tenders received or to split up and award the work to more than one tenderer without assigning any reason thereof.

If any tenderer withdraws his tender before its acceptance within reasonable time without giving any satisfactory explanation thereof, the tenderer shall be disqualified for participating in any tender in DVC for a minimum period of one year.

In case, any tenderer refuses to carry out the work after acceptance of his tender without any satisfactory reasons thereof, he shall be disqualified for submission of tenders in DVC in future for a minimum period of two years and Earnest Money will be forfeited.

**The tenderer has to abide by the rules and provisions contained in E.P.F & M.P. Act - 1952 and subsequent amendment(s) regarding Labour laws, EPF, ESI etc.**

If the address of tenderer is of any DVC project, the tenderer invariably should have furnished a No Objection Certificate (NOC) from the respective Estate Department to the extent that they do not have any DVC quarters / shops / plots of land under their unauthorized occupation / possession. The NOC should be submitted along with the tender paper.

The tenders will be processed only through Government e-tendering/procurement system i.e. in CPPP E-tendering live portal:

SL. NO.	WORK DETAILS	TOTAL ESTIMATED COST (Rs.)	EARNEST MONEY DEPOSIT (EMD)	COST OF TENDER DOCUMENT (NON REFUNDABLE)	TENDER DOWNLOADING PERIOD	LAST DATE AND TIME OF SUBMISSION (UPLOADING) OF OFFER/ OPENING OF TECHNO – COMMERCIAL OFFER
1	<b>Up-keepment &amp; cleaning of all floors of Power House Buildings Like Shakti Bhawan , DM Plants, Engineer's Room of ES-I, Accounts/Fin./HR/Admn. Office, Civil office, Water Treatment Plants, Admn. Building, 132Kv/220Kv Switch yard Control Room, Machine Shop, Intake Pump house, etc &amp; sweeping of road from Main gate to entrance of U#3 and from Shakti Bhawan to Compressor House &amp; other areas and cleaning of all the toilets located inside PH campus at DTPS, DVC, Durgapur and other related works. (2023-2024).</b>	Rs.56,26,238.43 ( Rupees Fifty Six Lakh Twenty Six Thousand Two Hundred Thirty Eight and Forty Three Paise only.)	Rs.1,12,524.76(one Lakh Twelve Thousand Five Hundred Twenty Four & Seventy Six Paise only)	<b>Rs.2000.00 (Rupees Two thousand only)</b>	From 18:00 Hrs. of 04.07.2023 to 10:30 Hrs. of 18.07.2023	<b>18.07.2023</b> up to 11:00 Hrs (IST) / <b>19.07.2023</b> at 11:30 Hrs (IST)

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

The details of cost of Tender documents shall have to be indicated while filling the Tender documents form available in the website <https://etenders.gov.in>. The Bidder shall also have to submit the hard copy of the cost of Tender documents in an envelope superscribing "COST OF TENDER " in any of the following forms:

- The subject NIT has been hoisted in **Central Public Procurement Portal (e- procurement) "https://etenders.gov.in"** You may visit website for detail of the NIT & its tender documents and also may participate in the tender through e- procurement i.e. on line submission of offer .Further to that you are requested to please register your firm for e-procurement if not registered till date. You may contact for the above through e-mail to [rnawajesh@gmail.com](mailto:rnawajesh@gmail.com).
- For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICS), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours(09:30 hrs to 17:30hrs) .
  - Mr.Sk Nawajesh Rahman, e-mail ID [rnawajesh@gmail.com](mailto:rnawajesh@gmail.com) (Contact No. 9831683690**
  - Miss ArmisthaKangsaBanik, e-mail: [armistha.banik1989@gmail.com](mailto:armistha.banik1989@gmail.com) (Contact No. : 8240124812).**
- A Valid Digital Signature Certificate (DSC) (class III with Signing & Encryption Certificate)**is mandatory participating in CPPP portal (for login, downloading the bid documents & uploading or for submitting the e-ter documents). The e-token should have both signing and encryption certificate for securing the e-tender data for participa in DVC's e- tendering portal. The Digital Signature certificate may be obtained from any of the authorized agencies of C (Controller of Certifying Authorities)] on Bidder's own cost. For this purpose a requisite fees would be payable by bidders to the authorized agency of CCA.
- The names and designation along with e-mail address of two officers specially assigned for receiving (i) online pre-bid queries, (ii) hard copy (offline) of Envelope1, (iii) future correspondence and also (iv) the hard copies (offline) of the supporting documents as asked in the NIT, are mentioned below:
  - Shri Ranjit Mondal , M (C&I), DTPS, [[ranjit.mondal@dvc.gov.in](mailto:ranjit.mondal@dvc.gov.in)], Mob: Contact No. 0343-277481

(ii) Shri Amit Kumar Modi, M (C), DTPS, [amit.modi@dvc.gov.in], Contact No. 0343-2774788

## 1. **COST OF TENDER DOCUMENTS (non-refundable):**

The cost of tender documents (non-refundable) and its details shall have to be indicated while downloading the tender document available in the website [https:// etenders.gov.in](https://etenders.gov.in)

**The modes of submission of cost of Tender document are as follows:**

- (a) **Off-line option:** the bidder shall have to submit the cost of tender document (Hard Copy) of requisite amount as mentioned above in the form of Demand Draft/Bankers Cheque drawn in favour of Addl. Chief Accounts Officer, DVC, DTPS payable at Durgapur in an envelope superscribing '**COST OF TENDER DOCUMENTS**' to the office of The S.M (C&M), DTPS, DVC, Durgapur – 713207 before tender closing date and time, **failing which the tender will not be considered for opening**. The bidder shall also have to upload the scan copy of cost of tender document in the website <https:// etenders.gov.in> along with the tender.
- (b) **Exemption from payment of cost of tender documents:** MSEs registered with NSIC/MSME and seeking exemption under NSIC/MSME shall be exempted from the payment of Tender Document fee. SSI Units seeking such exemption must upload scanned copies of valid Registration certificate from appropriate Govt. authority giving details such as Validity, Stores etc. in the website <https:// etenders.gov.in>

**The firms are also required to submit the hard copy of their NSIC/MSE Registration Certificate from appropriate Govt. authority detailing the validity, stores etc. in an envelope superscribed "NSIC/MSE CERTIFICATE" to the office of the Superintending Engineer (Tech.), DTPS, DVC, Durgapur – 713207 before tender closing date and time, failing which exemption will not be allowed and the tender will not be considered for opening.**

## 2. **EARNEST MONEY DEPOSIT:**

EARNEST MONEY as per the value indicated in NIT is to be submitted at **Office of the C&M Department, Shakti bhawan, 1<sup>st</sup> Floor, DTPS, DVC, Durgapur-713207**, on or before the last date & time of submission of bid indicated in NIT, OTHERWISE YOUR BID WILL BE OUTRIGHTLY REJECTED.

The Earnest Money should be deposited along with the tender, if applicable, as per instruction given in the NIT as well as W&P manual-2016 and shall be furnished in any of the following forms:

- (a) The bidders can pay the cost of bid document and the EMD through electronic mode i.e. in the form of NEFT/ RTGS, In case the bidder use NEFT/ RTGS facilities for payment by downloading the challan from the web site and submit the same to nearest bank. For E-payment, the bidder has to transfer money to the following account:

<b>NAME OF THE BANK</b>	PUNJAB NATIONAL BANK ( Formerly UNITED BANK OF INDIA )
<b>ADDRESS</b>	Waria Station Road, Durgapur, Dist. Bardhaman, West Bengal, Pin - 713207
<b>BRANCH</b>	MAYABAZAR DTPS
<b>BRANCH CODE</b>	MYB019
<b>IFSC CODE</b>	PUNB0054620
<b>A/C NAME</b>	Addl. Chief Accounts Officer, DVC, DTPS
<b>A/C NUMBER</b>	0546250000377

- (b) Earnest Money for an amount exceeding Rs. 50,000.00 can be submitted in the form of Bank Guarantee from an Indian Nationalized Bank/ Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank India); irrevocable and operative till the validity of the offer as per standard Proforma.  
Overseas bidder in case of participation is permitted to submit the Bank Guarantee from Foreign Bank which are included in the scheduled list of Reserve Bank India, copy of which is annexed in Annexure-F. However, any Foreign Bank not mentioned here but subsequently included in the scheduled list of RBI in the course of bidding shall be accepted. Such inclusion of Bank's name is to be obtained from the website – [www.rbi.org.in](http://www.rbi.org.in).  
The Bank Guarantee currency shall be same as currency of Price Bid. In case the bidder arranges to submit BG in INR from Nationalized or Schedule Bank through their trade relation and quote the bid in USD/EURO, the same shall be accepted.
- (c) Pay order/ Demand Draft drawn in favour of the **Addl. Chief Accounts Officer, DTPS, DVC payable at DURGAPUR**.
- (d) DVC Bonds duly endorsed in favour of Addl. Chief Accounts Officer, DVC, DTPS, Durgapur.
- (e) Post Office National Savings Certificate, having face value equal to the EMD value and duly endorsed by issuing authority in favour of DVC.
- (f) Attested photocopy of certificate issued by DVC as permanent EMD account holder.

### (g) **PERMANENT EARNEST MONEY DEPOSIT**

- (i) The vendors may deposit with the Corporation, permanent EMD of Rs. 3,00,000/- (Rupees Three Lakh) only in the

form of DD/Pay Order/Banker Cheque Draft in favour of Damodar Valley Corporation payable at Kolkata in INR or a BG for a period of three years constituting the same sum as security for the compliance with the obligation undertaken in the tenders involving estimated cost upto Rs.1 Crore submitted by the tenderer. No interest shall be payable on such deposit amount. Tenderer shall be entitled to submit offers and to have them considered without payment of EMD with each tender separately. **An exemption certificate shall be issued to such vendors and they need to furnish reference of this certificate along with tender document and also superscribe the reference on the envelope so that offers are accepted for opening.**

- (ii) Permanent EMD deposited by vendors/suppliers shall be forfeited in case they:
    - ★ Revoke the tender or increase the rates after opening the tender but during the validity period of their offers, or
    - ★ Refuse to accept the order/contract issued as per their offer or subsequent mutual agreements, or
    - ★ Do not execute the orders.
  - (iii) Permanent EMD can be refunded if so desired by vendors, in which case they shall be required to deposit requisite EMD with each tender.
- (h) **Exemption from payment of EMD:** MSEs registered with NSIC/MSME and seeking exemption under NSIC/MSE shall be exempted from the payment of EMD. SSI Units seeking such exemption must upload scanned copies of valid Registration certificate from appropriate Govt. authority giving details such as Validity, stores, exemption limit, bid threshold value etc. in the website <http://etender.gov.in>  
The firms are also required to submit the hard copy of their NSIC/MSE Registration Certificate from appropriate Govt. authority giving details such as Validity, stores, exemption limit, bid threshold value etc. in an envelope superscribed "NSIC/MSE CERTIFICATE" to the office of the Superintending Engineer (Tech.), DTPS, DVC, Durgapur – 713207 before tender closing date and time failing which exemption will not be granted.

**Note::**

- I. **No Bank Guarantee shall be accepted for EMD amount upto Rs. 50,000/-.** However, EMD exceeding Rs. 50,000/- may be accepted in any of the above forms (i.e. a to e)
- II. **The offer accompanied by B.G. against EMD will only be considered valid on acceptance of the Bank Guarantee.**
- III. **The offer not accompanied by specified EMD in proper form as defined above shall not be considered as valid tender for opening.**
- IV. **The earnest money would be refunded to the unsuccessful tenderers within 15 days of finalization of the tender. Earnest Money will be returned to the successful tenderer after receipt of SDBG as per terms mentioned in the NIT. No interest would be paid against the EM deposits.**
- V. **In case EMD is remitted in the modes as described in Sl. No. (a) to (e), the same will have to be submitted in an envelope superscribing 'EARNEST MONEY DEPOSIT' to Sr. Manager (Tech.), DTPS, DVC, Durgapur – 713207 before tender closing date and time.**

## **1. VERIFICATION OF COST OF TENDER DOCUMENTS & EMD:**

- (a) Envelope with Cost of Tender & Earnest Money will be opened on the due date and contents of the envelope will be prima facie checked.
- (b) If the prescribed instruments are not found in envelope in line with the NIT requirement then the offer will be out rightly rejected.
- (c) However, even after opening of the Techno-Commercial part, a thorough scrutiny of EMD, cost of tender documents will be made. If the instruments for EMD, cost of tender documents submitted against the offer is found not in line with the enquiry, the same may not be accepted and the offer will be treated as non-responsive.
- (d) In case of EMD in the form of B.G, the B.G. shall not be accepted and bid shall be rejected if:
  - (i) The name of the NIT mentioned in the BG is different from the NIT for which bids have been invited.
  - (ii) The firm/proprietor, on whose behalf the bank guarantee has been furnished, is different from the bidder.
  - (iii) The Bank Guarantee is not of the prescribed value.
  - (iv) The validity of the Bank Guarantee is less than the stipulated period.

## **2. FORFEITURE OF EMD:**

Earnest Money deposited is liable to be forfeited without any notice or proof of damage to the Owner in the following circumstances:-

- (a) For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer,
- (b) Any bidder withdraws/ varies his offer within the bid validity period before finalization of the tender.
- (c) If the bidder does not accept the arithmetical correction of his price bid.
- (d) 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.
- (e) If the acceptance of order is not received within the stipulated period.

- (f) If the bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him,
- (g) 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,
- (h) On providing false or incorrect information in respect of qualifying requirement etc.
- (i) In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by L1 bidder on-line is found to be false by the Tender Committee during verification of documents.

**3. REFUND OF EMD:**

- (a) Earnest Money will be refunded to the unsuccessful tenderer after finalization of Order and no interest will be paid for the same.
- (b) Earnest money will be refunded to the successful tenderer, after acceptance of their Security deposit-cum-performance B.G./successful completion of the order, as the case may be.

**3. QUALIFYING REQUIREMENT:**

Satisfactory past performance (credentials) would be a condition for acceptance of tender. Scanned copies of the past performance/credential should be uploaded in the website along with tender. The Eligibility criteria for selection of bidders (QR) have been given in **Annexure – I**.

- 4. Offers should invariably be kept open for acceptance for **180 DAYS** from the date of opening of the tenders.
- 5. **All tenders would be bound by the terms and conditions as detailed in tender specifications of DVC as well as GCC available at <http://www.dvc.gov.in>.**
- 6. **DVC reserves the right not to accept the lowest rate quoted by tenderer and reject any or all the tenders and to split up and award the work to more than one tenderer without assigning any reason thereof if considered necessary.**
- 7. On the due date of tender opening, documents related to Cost of Tender and Earnest Money (Hard copy as well as uploaded copy) will be checked. Only after receipt of Cost of tender and receipt of requisite earnest money in proper form, the Techno-commercial Bid will be opened on-line. The Price-Bid of techno-commercially qualified bidders shall be opened online at a date which shall be notified later online at [https:// etenders.gov.in](https://etenders.gov.in).
- 8. **CHECKLIST OF DOCUMENTS TO BE SUBMITTED IN HARD COPY:**

<input type="checkbox"/> DOCUMENTS TO BE POSITIVELY SUBMITTED ON OR BEFORE THE DUE DATE & TIME OF BID SUBMISSION.	1.	Cost of tender Document [Hard copy (off-line mode) ] in an envelope superscribing 'COST OF TENDER'.
	2.	Bid Security documents as per FORMAT ANNEXURE-1 (notarized hard copy) must be submitted in an envelope, otherwise bid will be outrightly rejected.
	3.	If NSIC/MSE registered, the hard copy of NSIC/MS E Registration Certificate from appropriate Govt. authority detailing the validity, stores, exemption limit, bid threshold value etc. in an envelope superscribed "NSIC/MSE CERTIFICATE".
	4	(I) Original copy of Letter of bid (As per format in Annexure-G) (II) Original copy of Affidavit on a non-judicial stamp paper minimum values of Rs. 10/- (As per format in Annexure-H) (III) Original copy of Notarized Power of Attorney for DSC (Digital Signature Certificate Holder) (As per format in Annexure-i ) (IV) Original copy of Details of Banker (As per format in Annexure-J)
<p><b>NOTE: Cost of tender documents and Valid NSIC Certificate with all parameters (if applicable) and all the documents mentioned at Sl. No. 4 above, must be positively submitted in an envelope and submitted to the office of the SE(C&amp;M), DTPS, DVC, Durgapur on or before 11.00 AM of the due date of tender opening. The above envelopes are to be placed in a larger envelope superscribing on it the Job Description, NIT No. &amp; Date and Due date of tender opening.</b></p>		
<input type="checkbox"/> SOFT COPIES OF THESE DOCUMENTS HAVE TO BE UPLOADED IN THE WEBSITE. However the said documents (original /self-authenticated and attested by Public Notary ) may be asked for verification by DVC authority within a stipulated time frame from the date of intimation .		1. Past performance/credential uploaded in the website along with the tender is to be submitted (as per Annexure-I of NIT). 2. Annual Accounts & Balance Sheet for the preceding three (3) financial years. 3. GST Registration Certificate 4. EPF & ESI Registration Certificate 5. Status of the Organization i.e. Company Registration/ Proprietorship/ Partnership deed, as the case may be. 6. If address of tenderer is of any DVC Project, a "No Objection

	Certificate ” from the Estate Officer, DVC of that Project to the effect that he does not have any DVC quarters/building/shop/plot of land under his un-authorized occupation/possession.
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**NOTE: Hard Copies of the above documents are to be submitted for convenience of evaluation in a separate envelope superscribing on it ‘QUALIFYING REQUIREMENT’ along with Job Description, NIT No. & Date and Due date of tender opening.**

## **A. GENERAL INFORMATION TO BIDDERS**

### **1. E-TENDERING**

- 1.1 This tender is being processed through e-tendering system. For viewing detailed NIT, downloading of tender documents and participating in Electronic Tenders, bidders should visit [https:// etenders.gov.in](https://etenders.gov.in)
- (i) The Bidders must visit the website <https:// etenders.gov.in> to download the notification/blank tender documents relating to **Tender No. NIT NO DVC/Tender/Head Quarter/CIVIL/CMM/Works and Service/00026 Dated: 04.07.2023.**
  - (ii) The detailed NIT includes Techno-Commercial Document, Annexure-C (Techno-Commercial Deviation Schedule) and Annexure-D (Cost of Withdrawal of Deviations) and Price Bid document. These documents should be downloaded from the website.
  - (iii) The Bidders must fill all the details in the Price-bid document and Techno-Commercial Document after going through the NIT. The specific instructions of filling in the details are mentioned in the documents itself. Bidders are requested to study the instructions carefully before filling the documents.
  - (iv) **The Bidder must mention whether he has taken any Techno-Commercial Deviation or not in Annexure-C. The deviations, if any, must be mentioned clearly in Annexure-C.**
  - (v) **In case of any deviations, the Bidder has to fill in the cost of withdrawal of deviations in Annexure-D (To be submitted only online along with Price bid).**
  - (vi) **Cost of Withdrawal, as indicated by the bidder, will be taken into account for the purpose of evaluation. In the event of placement of order, such prices declared by the bidder for withdrawal of the deviation shall be added to the bid price to compensate for these deviations. Deviations without cost of withdrawal, if found while opening the Price Bid, will be treated as unresponsive and the offer may be rejected without any intimation to the bidder.**
  - (vii) After filling all the documents, the Bidder has to upload those documents in the website again.
  - (viii) If the Bidder uploads the tender documents without filling them completely as per the instructions given in them, DVC reserves the right to reject the bid.
  - (ix) Self-certified scanned copies of all relevant documents e.g. WO copies, GST, documents in support of Qualifying Requirement etc., wherever needed, must be uploaded in the website in the “Document Library”. However, DVC reserves the right to call for original documents, failing which, the offer is liable for rejection.
  - (x) Addendum/Corrigendum/modification/extension, if any, shall be published in the website.
  - (xi) DVC shall not be responsible in any way for any delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.
  - (xii) For any information regarding filling of the tender documents, Bidders are requested to Download the Vendor’s Manual from [etender.dvc.gov.in](http://etender.dvc.gov.in).

#### **1.2 Digital Signature:**

The bidders should require the Digital Signature (class III with Signing & Encryption Certificate) for participating in CPPP portal (for login, downloading the bid documents & uploading or for submitting the e-tender documents). Digital Signature can be obtained on their (bidder's) own cost from any of the authorized agencies of CCA (Controller of Certifying Authorities). For this requisite fees would be payable by the bidders to the authorized agency of CCA.

#### **Note:**

**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, in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “ON LINE BIDDER ENROLLMENT” 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>. For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICS), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours.

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

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. 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.

2. The bidders are also advised to keep on visiting the websites as mentioned below for any Notification / Amendment / Addendum / Corrigendum in respect of this tender.

(i) <https://portal.dvc.gov.in>

(ii) [https:// etenders.gov.in](https://etenders.gov.in)

No such Notification / Amendment / Addendum / Corrigendum shall be published in newspapers.

3. Downloading of bid documents by any bidder, shall, however not construe that such bidder is considered qualified.
4. Once a prospective tenderer downloads a set of tender specification, the price thereof towards cost of tender documents will not be refunded on any account whatsoever.
5. The offer should be as per terms and conditions mentioned in NIT and in GCC (General Conditions of Contract). Bidders are requested to go through GCC (General Condition of Contract) available in DVC's website [www.dvc.gov.in](http://www.dvc.gov.in). However, if any terms and conditions mentioned in NIT are in contradiction to that of GCC, the former shall prevail.
6. Fully illustrated and complete details of the tendered item should be submitted by the bidders when asked by DVC. Bidders are expected to go through all instructions, forms, terms & conditions, and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect, that will be at the bidder's risk and may result in rejection of its bid.
7. DVC shall not be responsible in any way for any delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
8. The tenderers who are found to be indulging in changing / adding or deleting the contents of the downloaded tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.
9. DVC reserves the right to reject any or all the tenders or to split up and award the tender to more than one tenderer without assigning any reason thereof.
10. 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](https://etenders.gov.in), the latter shall prevail and will be binding on the tenderer(s). No claim/appeal on this account will be entertained or given cognizance.
11. Tenderers will be solely responsible for the correctness / genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents with changed contents, then the offer will liable for rejection.
12. DVC reserves the right to call for all the documents / any original document(s), if needed, failing which the offer is liable for rejection.
13. All suits arising out of this enquiry and subsequent order, if any, are subject to the jurisdiction of the Court only in the city of Kolkata in India and no other Court, when resolution/settlement through Arbitration fails.
14. The bidder shall quote all prices in Indian Rupees only.
15. The bids shall also be checked for computational error, if any, to arrive at the computed price, as per the following provisions: -
- In case of discrepancy between the original and copies of bid, the original bid will be considered correct.
  - If there is discrepancy between the unit price and the sub-total price (station-wise) that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the sub-total price shall be corrected.
  - If there is discrepancy between the sub-total price and the total price (for all the stations together) that is obtained by summation of all the sub-total prices, the sub-total price shall prevail and the total price shall be corrected accordingly.
  - If there is discrepancy between words and figures, the amount in words will prevail.
  - If there is a discrepancy between the quantity specified by DVC in the bidding document and that indicated by the bidder in his bid, the former shall be taken to arrive at the computed price on pro-rata basis.

- In case the unit rate of an item is not quoted but the total price is indicated, the same shall be taken to arrive at the computed price. The computed price arrived at, as above, shall be considered for the purpose of award also.

Note: If the bidder does not accept the correction of errors as worked out by above methodology, his bid will be rejected and his earnest money will be forfeited.

16. Bidders are required to quote the price in the price bid of the bidding documents only. Please note that if the quoted prices are disclosed anywhere in the uploaded documents other than the forms meant for price bid only, the offer will be rejected. Bidders shall give the required details and breakup of different price components as per the schedules of price bid as specified.
17. The following tenders may be Rejected Out rightly: -
  - a) Tenders received after the due date and time of tender opening (late tenders).
  - b) Offers received subsequently after original offer through open tendering.
  - c) It is in the form of Fax/Telex/Telegram/e-mail etc.
  - d) It is not accompanied with Earnest Money in case the firm responding is not registered with valid NSIC/MSME.
  - e) It is ambiguous with regard to any of the essentials, i.e. the items being offered, prices quoted, and the period of delivery.
  - f) In case of the Price (Basic Price) component is exposed other than in the price part.

**18. Different Aspects of E- tendering:**

The bidder will have to accept the Techno-commercial Terms & Conditions of the NIT along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line. No conditional bid shall be accepted. In the undertaking given by the bidder on-line, there will be provision for forfeiture of EMD and banning for participating in future tenders in DVC for one year, if any information given by the bidder on-line is found to be false at any stage which changes the eligibility status of the bidder. The bidder may seek clarification on-line within the specified period. His identity will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the next day of e-publication of tender. The last date for seeking clarification will be up to 4 (four) days before the last date of submission of bid and the last date of giving clarification on-line will be up to 2 (two) days before the last date of bid submission.

The bidder will submit Techno Commercial Bid and Price bid through online-mode. No off-line bid shall be accepted.

The bidder will download the Techno- commercial Evaluation Sheet, Price bid Sheet, Format of Letter of Bid, Power of Attorney, Affidavit and Annexure-E (Banker's Detail) from the website [https:// etenders.gov.in](https://etenders.gov.in)

**Letter of Bid (Annexure-G) ::** The format of Letter of Bid is uploaded along with this NIT. This is to be downloaded by the bidder and will have to be printed/ typed on his letter head. This document will be signed by the bidder and scanned copy of the same will be uploaded during bid submission in Part-I and hard copy (in original) of the same will also be required to be submitted before opening of techno commercial bid in Envelope 'A'. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded/submitted by the bidder must be the same as Performa given in the NIT and it should not contain any other information.

**Affidavit (Annexure-H)::** The format of Affidavit is uploaded along with this NIT. This is to be downloaded by the bidder and will have to be printed/ typed on non-judicial stamp paper of minimum value of Rs. 10. This document will be signed by the bidder along with signature & seal of Notary and scanned copy of the same will be uploaded during bid submission in Part-I and hard copy (in original) of the same will also be required to be submitted before opening of techno commercial bid.

This will be the genuineness of the information furnished by bidder online and authenticity of the documents being produced by him/them. The content of the "Notarized Affidavit" uploaded/submitted by the bidder must be the same as per format given in the NIT and it should not contain any other information.

**Power of Attorney (Annexure-i) ::** The format of Power of Attorney is uploaded along with this NIT. This is to be downloaded by the bidder and will have to be printed / typed on non-judicial stamp paper of minimum value of Rs. 10. This document will be signed by the bidder (DSC Holder) & duly attested by the Authority of the Company along with signature & seal of Notary and scanned copy of the same will be uploaded during bid submission in Part-I and hard copy (in original) of the same will also be required to be submitted before opening of techno commercial bid. The content of the "Notarized Power of Attorney" uploaded/submitted by the bidder must be the same as per format given in the NIT and it should not contain any other information.

**Detail of Bankers (Annexure-J):** The format of Annexure-4 (Detail of Bankers) is uploaded along with this NIT. This is to be downloaded by the bidder and will have to be printed / typed on his letter head. After filling all the details of the Banker's, this document will be signed by the bidder along with seal & signature of concerned bank and scanned copy of the same will be uploaded during bid submission in Part-I and hard copy (in original) of the same will also be required to be submitted before opening of techno commercial bid. This will be the details of banker's for making payment through RTGS/NEFT. The content of "Annexure-J" uploaded by the bidder must be the same as per format given in the NIT and it should not contain any other information.

**Techno- commercial Parameter Sheet:** The Techno- commercial Parameter Sheet containing all the terms & conditions as per the NIT will be downloaded by the bidder and they will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during on line bid submission in Part-I. The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

**Price bid:** The Price bid (excel format) will be downloaded by the bidder and they will fill the rates offered by them, as the case may be, excluding the taxes & duties etc in this Excel file as per the instruction of NIT. Thereafter, the bidder will upload the same Excel file during bid submission in Part-II. The Price Bid which is incomplete and / or not submitted as per instruction given above will be rejected out rightly. The Price bids will be opened for techno commercially accepted bidders only and the price bid opening date will be informed to the techno-commercially accepted bidders through their E-mail id.

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

The bidder may withdraw his bid on-line at any time before the last date and time of submission of bid at his discretion without losing his EMD. However, if the bidder withdraws the bid after the deadline of bid submission, his EMD will be forfeited and other penal actions may be taken against the bidder. In the e-Procurement system, the on-line withdrawal of bid is possible only before the deadline of bid submission. For withdrawal of bid after deadline of bid submission, an off-line request is to be sent by the bidder to Tender Inviting Authority. The actions which shall be taken in case of withdrawal of bids at different stages of tender are as indicated below:

- (i) If the withdrawal is on-line within the deadline of bid submission, the EMD will be refunded.
- (ii) If the request of withdrawal is received after deadline of bid submission and before opening of Techno Commercial bid, the bidder will be disqualified and his EMD will be forfeited and the techno commercial bids of remaining bidders will be opened.
- (iii) If the request of withdrawal is received after opening of Techno Commercial bid and before opening of price bid, the bidder will be disqualified and his EMD will be forfeited and other i.e. one-year debarment penal actions may be taken and the Price-bid of remaining bidders will be opened.
- (iv) If the L1 bidder withdraws his bid after opening of price bid and before issue of Annual Rate Contract, then his EMD will be forfeited and re-tender shall be done for the items in which the bidder was L1. In this re-tender such defaulting Bidder will not be allowed to participate and other i.e. one-year debarment penal actions may be taken.
- (v) If the L-1 bidder withdraws his bid after issue of Annual Rate Contract, then his EMD will be forfeited, other penal action may be taken and re-tender shall be done for the items awarded to him. In this re-tender such defaulting Bidder will not be allowed to participate and other i.e. one-year debarment penal actions may be taken.

The e-Procurement System will evaluate the Techno Commercial bids automatically with least human intervention. For this purpose, all the required parameters will be obtained from the bidders in an objective and structured manner.

**Bidders are required to upload the “Techno-commercial parameter excel sheet and Price bid excel sheet” through on-line mode only, before due date & time set for uploading the tender.**

The information furnished by the bidders on-line along with on-line undertaking with Digital Signature Certificate in support of the authenticity of the facts, figures, information and documents furnished by them online will be accepted for the Techno-commercial evaluation of the bids.

**Verification of Documents:**

- A. Verification of all the documents (as required as per NIT) of all the techno-commercially compliant bidders (based on the information/declaration furnished by the bidders online) will be done before opening of the price bids.
- B. All the bidders will be required to produce all the requisite documents in hard copy (in original and (or) self-authenticated and attested by Public Notary) as specified in the NIT, before due date & time of techno-commercial bid opening, in support of the information furnished by him/them on-line, for verification of the same by Tender Committee.
- C. All the bidders will get price bid opening information on their personalized dash-board and also by system generated e-mail. The opening date of price bid of techno-commercially accepted bidder will be informed through their E-mail to the respective bidder. The Bidders may view the price bid opening online remotely.

**Opening of Initial Price Bids and Price Evaluation:**

After opening of initial Price-bid online, the Comparative Statement of Prices indicating the rates quoted by all the bidders and selection of initial L-1 (depend on evaluation procedure stipulated in NIT) rank will be generated by the system. However, the same will not be visible to the participating bidders on-line as the same will be followed by reverse bidding as per the procedure laid down in next chapter.

**A. BUSINESS RULES FOR REVERSE E-AUCTION BIDDING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**In case of Reverse Auction,** in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decrement value up to above Max Seal %.

For ex: Current price: - Rs. 49,000 Decrement value: - Rs. 1000 System Defined Maximum Seal %: - 50, in this case a bidder can quote minimum decrement amount as Rs.  $49,000 - 1000 = 48,000$  and maximum decrement amount is  $49,000 - 24,500 - 1000 = 23,500 = 24,000^*$ .

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

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

**Start Time: 12:00 pm**

**End Time: 13:00 pm**

### **3. Bidding Extension Time:**

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

### **4. Post Bidding Procedure:**

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

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

- All bidders shall submit their Initial Price Offer (financial bid) along with submission of Technical bid as per schedule mentioned in Data Sheet online only.
- The Initial Price Offers shall be evaluated to arrive at the lowest Initial Price Offer.
- DVC reserves the right to fix the "Opening Price" i.e. the base price/ start price for Reverse e-Auction.

- d) The "Opening Price" i.e. the start price for Reverse e-Auction will be as decided by DVC in Indian Rupees (INR) after evaluation of the Initial Price Offers.
- e) Final price offer (L1 basis) from the techno-commercially qualified bidders (please see point no. 38 below) will be obtained through On Line Reverse e-Auction procedure on the e-platform of Government e-procurement system of NIC (GePNIC) under Central Public Procurement Portal (CPPP).
- f) DVC shall upload the "Opening Price" i.e. the base price/ start price for On Line Reverse e-Auction and can be viewed by all the bidders at the start of the Reverse e-Auction.
- g) During the On Line Reverse e-Auction the Qualified Bidders who are eligible for participating in the Reverse e- Auction shall be permitted to place their Final Price Offers provided that the Decrement value shall be at least the minimum decrement amount of 0.5% of "Opening Price" i.e. the base price/ start price.
- h) Bidders, by offering a price equal to or lower than the "Next Valid Bid", can become "L1Bidder" and this continues as an iterative process.
- i) After completion of the online Reverse e-Auction, the "Closing Price (CP)" shall be available for further processing.
- j) Only those Bidders whose offers are found to be technically and commercially Responsive, shall be eligible (please see point no. 38 below) to participate in Reverse e-Auction process.
- k) Online Reverse e-Auction shall be conducted by DVC on a pre-specified date and time, while the bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
- l) All Bidders are advised to participate in the RA from their own office / own arrangement. In such an event the bidder has to make arrangement for ensuring connectivity throughout RA. For this option bidder shall be solely and exclusively responsible for ensuring continuance of connectivity. DVC shall, in no way, be responsible for the consequences arising out of disruption of connectivity. In case the bidder desires, efforts will be made to provide assistance from FMP Support Persons of M/s. National Informatics Centre Services Incorporated(NICSI) deputed at DVC, HQ, Kolkata during the reverse e-auction phase by deploying skilled persons from service provider / authorized representative at the participating vendor locations.

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

**7. Terms and Conditions for Reverse e-Auction:**

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

- 1) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.
- 2) After completion of the Reverse e-Auction event, based on the final price quoted by the bidders in INR, successful bidder shall submit Price Schedule-Excel Sheet uploaded by DVC within 4 hours of conclusion of the Reverse e- Auction.
- 3) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse e-Auction (live auction):
  - (a) Auction Start Price/Opening Price.
  - (b) Decrement Price
  - (c) Auction submitted date & time
  - (d) Auction extended up to
  - (e) Current price
  - (f) My auction price
  - (g) Maximum Seal
- 4) Once the Live auction is over, System will generate BoQ comparative chart showing the Names and Rates of Bidders quoted in the tender as well as (L1) Rates quoted by them in the Auction. Over all bid ranking of each bidder will be generated by system based on either Auction price or financial bid price. The chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder.
- 5) DVC reserves the right to cancel/reschedule/extend the Reverse e-Auction process/tender at any time, before ordering, without assigning any reason.
- 6) DVC shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of DVC shall be binding on the bidders.
- 7) Other terms and conditions shall be as per bidder's Techno-Commercial Proposals and as per DVC's Bidding documents and other correspondences, if any, till date.
- 8) Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse e-Auction.
- 9) For the Reverse e-Auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 10) Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.

- 11) Business rules for Reverse e-Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.
  - 12) Bidders have to accept 'Terms & Condition' and the 'Business Rules of Reverse e-Auction' before start of Reverse e-Auction. Without this, the bidder will not be eligible to submit bid in the Reverse e-Auction.
  - 13) In line with the provisions of bidding document, DVC will provide the Price Schedule format in MS EXCEL sheet. (BOQ format)
  - 14) On Line Reverse e-Auction will be conducted on scheduled date & time, which shall be intimated to the eligible bidders in advance.
  - 15) After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail Id, "Final percentage (%) decrement as quoted" during the online Reverse e-Auction duly signed by the authorized person, in the prescribed Price Schedule- Excel Sheet format, within four (4) hours of Bidding End Time without fail.
  - 16) Bidders should acquaint themselves of the 'Business Rules of Reverse e-Auction' stipulated at above.
  - 17) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant DVC guidelines, shall be initiated by DVC.
  - 18) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
  - 19) Period of validity of Prices received through Reverse e-Auction shall be same as that of the period of validity of bids offered.
  - 20) Bidders may note that, although extension time is 'X' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Price Bid.
  - 21) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of DVC, bid process, bid technology, bid documentation and bid details.
  - 22) It is brought to the attention of the bidders that the bid event will lead to the final price only.
  - 23) Technical and other non-commercial queries (not impacting price) can only be routed to the DVC contact Personnel indicated in the bidding documents.
  - 24) Order finalization and post order activities would be transacted directly between successful bidder and DVC.
  - 25) In case of any problem faced by the bidder during Reverse e-Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in the bid document.
  - 26) Bidders are advised to visit the Bidding page and enter the 'Live Bidding' cockpit successfully well in advance to identify/rectify the problems to avoid last minute hitches.
  - 27) DVC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
  - 28) Bidders may note that it may not be possible to extend any help, during Reverse e-Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.
  - 29) For access to the Bidding site, the following URL is to be used: <https://etenders.gov.in/eprocure/app>. For user guidance please follow the manual which is there in the website.
  - 30) No queries shall be entertained while Reverse e-Auction is in progress.
  - 31) Final rate of individual items of the L1 bidder of Reverse e-Auction shall be calculated on the basis of same percentage (%) of reduction/ decrement for each items as that of received on item-wise price during the Reverse e-Auction from L1 bidder (L1 basis) over base price/opening price of Reverse e-Auction.
  - 32) In the event of L-1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.
  - 33) In the event of L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected. EMD will be forfeited.
  - 34) **Note: All the Techno-commercially accepted tenderers after eliminating the H-1 tenderer will be allowed to participate in on-line Reverse e- Auction over internet for bidding. However, if the techno commercially complied bidders are less than five then all the tenderers will be allowed to participate in online Reverse e-Auction over internet for bidding.**
- 8. User Help:**
- 1) Log on to <https://etenders.gov.in/eprocure/app>.
  - 2) Enter your Login ID & Password. Click on the link "Login".

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

#Check points for starting real time Bidding

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

#Had taken the vendor training

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

Note: In case of any difficulties facing during reverse-e-auction, the bidders are advised to contact FMP Support

Persons of M/s. National Informatics Centre Services Incorporated (NICSI), (i) Mr.SkNawajeshRahman, e-mail ID

rnawajesh@gmail.com- Contact No. 9831683690 & ii) Miss ArmisthaKangsaBanik, e-mail:

armistha.banik1989@gmail.com (Mob: 8240124812)

S/d

**DGM (C&M)**

**FOR & ON BEHALF OF DAMODAR VALLEY CORPORATION**

**QUALIFYING REQUIREMENT**

**A. Technical credential:**

Bidders should have the experience of having completed similar works during last 7 (seven) years ending last day of the month previous to the one in which offers are invited, which should be either of the following: -

- a) Three similar completed works **each** costing not less than the amount equal to **40%** of the estimated cost i.e. **Rs. 22,50,495.37**  
**or**
- b) Two similar completed works each costing not less than the amount equal to **50%** of the estimated cost i.e. **Rs. 28,13,119.21**  
**or**
- c) One similar completed work costing not less than the amount equal to **80%** of the estimated cost i.e. **Rs. 45,00,990.74**

❖ **“Similar Works” means:**

“Bidder must have at least One (01) year experience in execution of cleaning and housekeeping work especially cleaning job executed in Government, Semi Government, PSU or private sector organization”.

❖ **“Completed Works” means:**

**The executed / completed portion of Work-Order/ AMC/ RC, even if the work has not been completed in totality subject to furnishing of proof of executed value of the work in the form of certified copies of RA Bills”.**

- ❖ In case of any composite work order is submitted as credential then the exact executed work order value corresponding to the specified nature of work/ similar work as defined above will be considered for evaluation and the same needs to be clearly mentioned & should be supported by documentary evidence, otherwise the credential will not be considered.

**B. Financial Credential:**

1. **Average annual financial turnover during last three (03) financial years ending on 31.03.2023 should be at least 30% of the annual average estimated cost (i.e. Rs. 16,87,871.52).**

[In case where audited results for the preceding financial year are not available, Certificate of financial statement from a practicing Chartered Accountant shall also be considered acceptable].

Note 1 on Financial QR: Other income shall not be considered for Arriving at annual turnover.

Note 2 on Financial QR: - In Compliance to the above Financial QR the bidder shall submit copy of Audited Annual Accounts including Balance Sheet and Profit & Loss Account statement for the last 03 (three) financial years.

a. In case where audited results for the preceding financial year are not available, certification of financial statements, (i.e. Annual turnover excluding other incomes, Net working capital etc.) from a Practicing Chartered Accountant (with UDIN No) shall also be considered acceptable.

b. Wherever applicable, all financial certificate & all audit and assurance function certified by a practicing Chartered Accountant, for the said tender must contain UDIN number.



**C. Techno-Commercial:**

**Self-attested photocopies of the following valid documents are to be submitted by the Tenderer. However, DVC reserves the right to call for documents (original / self-authenticated and attested by Public Notary) at any time.**

1. Proof of execution in respect of Work order copies / documents like payment made / satisfactory work completion certificate from the competent authority or copies of RA Bills / MB or any document, in which in the opinion of the Tender inviting / Tender Accepting Authorities clearly establishes that works have been satisfactory executed by the Tenderer along with the copy of LOI/W.O./Agreement in support of credential as per **SI. No. A above** is to be submitted to fulfill the Qualifying Requirement.
2. Audited Annual Accounts Report together with Balance Sheet of preceding three (3) financial years ending on **31.03.2023** in support of Credential as per **SI. No. B above** is to be submitted to fulfil the Qualifying Requirement. In case where audited results for the preceding financial year are not available, certification of financial statements from practicing Chartered Accountant shall also be considered acceptable.
3. GST Registration Certificate
4. EPF & ESI Registration Certificate
5. Status of the Organization i.e. Company Registration / Proprietorship/ Partnership Deed, as the case may be.
6. If address of tenderer is of any DVC Project, a "No Objection Certificate" from the Estate Officer, DVC of that Project to the effect that he does not have any DVC quarters/building/shop/plot of land under his un-authorized occupation/possession.

**D. Exemption in eligibility criteria for start-up vendors /MSE vendors**

The turnover and past experiences conditions are not applicable for Start-Up or MSE entrepreneurs subject to meeting of quality and technical specifications.

Eligibility of such sellers in terms of the Turnover / Past performance / Profitability etc and also their eligibility for availing various benefits/advantages in terms of various Govt. Policies / Guidelines / acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of databases such as Income tax/ PAN data base, MCA 21, Udyog Aadhaar, NSIC, GSTN, Certifying Agencies such as BIS, BEE etc.

- (i) Exemption in respect of "Past experience conditions" means exemption for Clause **(A)** only of Qualifying Requirements on Technical Capability.
- (ii) Exemption in respect of "Turnover" means exemption for Clause **(B)** only of Qualifying Requirements on Financial Capability.

**Requirement to meet eligibility criteria for Start-up/MSE Vendor**

- (i) Meeting quality and technical specification means having documents like copy of Udyog Aadhaar / NSIC / other statutory documents etc. with job description in line with "similar work" defined under Qualifying Requirements on Technical Capability and submission of the same. Document in support of "similar work" to be furnished.
- (ii) Relaxation in eligibility criteria for start-up / MSE shall be applicable as stated above at (D) only. Any other clause for relaxation in eligibility criteria mentioned elsewhere in the NIT shall not be considered.

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## Terms & Conditions:

### A. Techno- Commercial Terms & Conditions:

- 1 **Rates shall remain variable throughout the contract period.**
- 2 **Price Basis:** The Price quoted by the bidder shall be subject to adjustment during pendency of the contract to reflect changes in the cost of Skilled/ Unskilled labour in accordance with the procedure specified in **ANNEXURE –V (PVC for Labour Cost)**.
- 3 The rate shall be inclusive of all taxes but excluding GST. GST as applicable shall be paid extra as per GOI rules.
4. **CONTRACT PERIOD: 365 days** from the date of commencement of the work.
5. **COMPLETION PERIOD: 365 days** from the date of commencement of the work.
6. **Quotation of rates:-**
  - (i) Bidders shall have to quote their rates in "Percentage (%) Above" OR "Percentage (%) Below" OR "At Par" with DVC's 'TOTAL ESTIMATED COST' in the Price Bid.
  - (ii) In case of either "Percentage (%) Above" OR "Percentage (%) Below", the quoted percentage (%) will be loaded on the individual estimated rates for each of the works as mentioned in the Bill of Quantity (ANNEXURE-IV) to determine the Bidder's quoted rates for the different jobs.
  - (iii) In case of "At Par", the rates of the bidder will be considered to be equal to the estimated rates as mentioned in the Bill of Quantity (ANNEXURE-IV).
7. **Bid Evaluation** shall be done on overall L-1 basis.
8. **PRICE BID DISCLOSURE:** If any price component related to subject NIT in full or in part is exposed and found with its techno commercial offers, the offer shall out rightly be rejected and will not be considered further.
- 9 **PAYMENT TERM:** 90% of contract price for works/service contract against R.A. Bills Remaining 10% after completion of the contract.
- 10 **SUBMISSION OF SECURITY DEPOSIT-CUM-PBG:** 10% of the total contract value shall be deposited by the contractor as security deposit-cum-performance guarantee in the form of Bank Guarantee (BG) in the prescribed format of DVC from any Nationalized Bank/Scheduled commercial Bank and it should have validity covering the entire contract period, plus six month defect liability period plus two (2) months claim period thereafter. The BG shall be submitted within 30(Thirty) days from the date of issuance of WO. No payment whatsoever will be made without acceptance of SDBG.
11. **Agreement:** Contractor shall have to execute a contract agreement in DVC prescribed format on a non-judicial stamp paper worth Rs. 50/- (Rupees Fifty only).
12. **Mobilization Time:** Mobilization of men & material for commencement of work within ten (10) days from the date of intimation (either by telephone or letter) by SE (Civil),PHCD or his authorized representative.
13. **LD Clause:** DVC reserved the right to recover a sum equivalent to 0.5% of the delayed work for each week of delay or part there of subject to maximum of 5% of the total value of the order as Liquidated Damaged due to delay in completion of the work attributed to the contractor.
14. **Discontinuation of job :** In case the job is found discontinued by you with in the contract period ,DVC,DTPS shall have the right to award part or full job to any other outside agency and the expenditure there of shall be deducted from your bill/security deposit.
15. the party has to deploy 18 (Eighteen ) nos. of cleaners and 02 (two) nos. supervisor daily for upkeepment & cleaning jobs. The party shall provide 520(18 x 26 + 2 x 26 = 520) man days including Cleaners & Supervisors on monthly tendered rate basis
16. **during the contract period of this work , when dismantling of plant will be started (area of functional operational decreases) further reduction of man-days takes place on actual requirements on the basis of assessment by DVC competent authority & when all area will be dismantled or there is no need of this contract , the contract may be short closed by giving 30 days' notice period to the contractor and such short closure of the contract shall be final and binding upon the contractor.**
  - a. **FACTORY RULES ::**
    - I. The successful tenderer shall abide by all the terms and conditions of Factory Acts while working inside the Power House. Any loss arising out of violations of such acts or rules shall be compensated by contractors.
    - II. Entry to the Power House is strictly restricted /prohibited and hence proper permit should be obtained in advance from the Power House Authority. As soon as possible but not later than 3 days after receipt of LOI/WO, the contractor should submit the following to Chief Engineer, DTPS/SE (Civil), DTPS, DVC.

- III. Name, age, father's name, permanent and temporary address and a recent photograph of the labour. The gate pass issued to labour should always be carried by which are liable for checking. A request for temporary pass for the labour employed on should also be made to SE (Civil), DTPS Seven days before commencement of the month.

**b. EMPLOYMENT OF LABOUR ::**

- i. The contractor shall not employ for the purpose of the contract, any labour / any person who is below the age of 18 (eighteen) years, and shall pay to each laborer, for the work done by such laborers, wages not less than the wages paid for the similar work in the neighborhood. CE, DTPS shall have the right to enquire into and decide on any complaint alleging that the wages paid by the contractors are less than the wages paid for similar work in the neighborhood. On receipt of any specific complaint, the CE, DTPS may withhold from the contractor's bill an amount which he may decide to be wages not paid by the contractors for ultimate disbursement to the claimant.
- ii. The contractors shall indemnify the Corporation against all claims or liabilities arising out of labour laws for accidents during the execution of the contract from whatever causes such accidents may arise.
- iii. A certified copy of labour license from the Govt. of West Bengal under contract labour (Registration and Abolition) Act, 1970 shall be produced, if applicable.

**c. OTHER TERMS ::**

- i. The contract shall be liable to bear the loss that would result from non-execution of the said work within the specified period fixed by the Chief Engineer, DTPS.
- II. No mobilization and demobilization advance/payment will be made for start or stop of work.
- III. The contractors shall not sublet either whole or any portion of the work to any third party without the approval of the CE, DTPS. In case of dispute the same shall be settled mutually and if not then through arbitration as per Indian Arbitration Act.
- IV. **DVC reserves the right of engaging any number of contractors for the work, as may be considered necessary.**

- d. **Termination Clause**:- The Contract will be terminated as per the following DVC's GCC guidelines ::

DVC may terminate / short close the contract, by not less than 30 days written Notice to the bidder, to be given after occurrence any of the events specified in the Sl. No. (i) to (v) of this clause and 60 days in the case of the event referred to Sl. No. (vi), (vii) & (viii) below.

- i. The vendor fails to comply with any of the terms of the order or the bidder do not remedy a failure in the performance of their obligation under the contract, within 30 (Thirty) days after being notified or within any further period as the owner may have subsequently approved in writing.
- ii. The vendor becomes bankrupt or goes into liquidation.
- iii. If as a result of Force Majeure, the bidder is unable to execute the job for a period of not less than 60 days.
- iv. If the bidder, in the judgment of the owner has engaged in corrupt or fraudulent practices in competing or in executing the contract. For the purpose of this clause ::
- v. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- vi. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the owner
- vii. The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority
- viii. If the owner, at its sole discretion, decides to terminate this contract.

**DVC RESERVES THE RIGHT NOT TO ISSUE TENDER DOCUMENTS TO ANY INTENDING BIDDERS WITH WHOM DVC HAS STOPPED ENTERING INTO BUSINESS BY VIRTUE OF POLICY DECISION.**

**13. 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 owner and Bidder.
- b. In the event of any dispute or difference whatsoever arising under the contract or in connection herewith including any question relating to existence, meaning and interpretation of the contract or any alleged reach thereof, the same shall be referred to the Secretary, 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 law 1996 or latest and the decision/judgment of Arbitrator/Arbitrators shall be final and binding on both the parties.
- c. However, in case the bidder is a Central Public Sector Enterprise/ Govt. Department, the dispute arising between the 'Owner' and the 'Bidder' shall be settled through Permanent Arbitration Machinery (PAM) of the Department of Public Enterprise, Govt. of India as per prevailing rules.
- d. All suits arising out of this enquiry and subsequent contract, if any, are subject jurisdiction of Court in the City of Kolkata only and no other court, when resolution/settlement through mutual discussion and arbitration fails.

**17. EMPLOYEES PROVIDENT FUND: A certificate from the Employee's Provident Fund Authorities that the contractor's firm is covered under the Provident Fund Scheme and its allied provisions to be produced / complied with.**

- 18. FORCE MAJEURE CLAUSE::** Neither the contractors nor the DVC shall be responsible for any failure to fulfill any terms of this agreement, if the fulfillments been delayed, hindered or prevented by any act of God, act of nature, war declared or undeclared by the enemies of the union of India, strike, lockout of the entire organization embargo of the Government. The party affected by force majeure shall notify to the other party with sufficient proof.

## 19. LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or wilful misconduct,

(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

(ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort Or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

## 20. OTHER TERMS AND CONDITIONS::

i) The contractor shall submit a copy of monthly payment voucher showing detail payment made by the contractor to his workers/supervisors along with the monthly R. A., bill. All payments are to be made in presence of DVC authorized persons on prior intimation.

ii) The contractor shall execute a contract agreement in the prescribed format in DVC on a non-judicial stamp paper worth Rs. 50/- . Non-judicial stamp paper should be purchased from any stamp vendor under the jurisdiction of Hon'ble Kolkata High Court.

**iii) ESI:: The personnel employed in the job shall be covered by the contractor under ESI before commencement of work. No compensation of any major/minor/disabilities/damage would be given by DVC, DTPS.**

iv) Safety Measures:: The workmen under tenderer's control working in the vicinity of running equipment be given proper instructions to be careful to avoid any accident, loss of life or damage to DVC, DTPS property.

v) Guideline for action in respect to Safety measures for the job are specified hereunder ::

1. The tenderer is to ensure safety of their worker at site, while working and to provide all kinds of safety equipment required for the job.

2. Tenderer will be liable to pay compensation, if any, to their worker for accident "Arising out and in course of Employment", under the workmen's compensation act.

**3. Contractor is to be abide by Mandatory Safety Clauses enclosed. DVC, DTPS IN NO WAY SHALL BE RESPONSIBLE FOR SAFETY OF CONTRACTOR'S WORKMEN.**

vi) Precautionary measures to avoid damage of other equipment:: Tenderer should take care for Safety of equipment and property of DVC, DTPS. Any loss to this effect will be tenderers responsibility entirely and they shall have to make good for the losses and extra expenditure incurred by DVC, DTPS thereof.

vii) **DISCIPLINE** :: Tenderers employees should maintain proper discipline and behaviour and do not cause any hindrance to smooth running of the Power Plant or in execution of duties by DVC, DTPS Employees. Controlling officer is fully empowered to ask tenderer to withdraw any worker/workers on charges of misconduct, incompetence/negligence in discharge of duties and such worker/workers may not be deployed without his permission.

viii) **LAWS** ::

a) Contractor shall have to abide by all Statutory Acts and Laws and Regulations of respective Government.

b) Contractor shall be responsible for compliance of all statutory obligations under Factories Act. 1948, contract Labour Act, minimum Wages Act, and Payment of Wages Act and also be responsible for payment of employee's contribution under EPF etc.

c) Contractor shall have to obtain Labour License under section 12(l) of the CLRA Act, 1970 from the concerned office of the Regional Labour Commissioner (Central), as applicable.

d) The workers deployed by the contractor will be bound by regulation of Factories Act. 1948. Minor and women laborers shall not be engaged in this job.

e) Xerox copies of the documents showing deposit of EPF amount to the EPF department of Govt. should be submitted to the controlling office and personnel department every month before submission of monthly bill for payment.

f) ESI: Contractor has to comply with all the statutory regulation under the ESI Act, 1948 and has to obtain individual ESI code in respect of the workers employed by him for the job.

ix) **WAGE SHEETS**:: Tenderer should maintain upto date payment register of their labours. The contract operating authority or any other representative of the controlling officer may check the register so maintained at any time and if in case it is observed that the regular payment to the labours is not made, the same would be deducted from their bills and necessary action as deemed fit would be taken against tenderer. Wage Sheet of workers should be submitted to the controlling officer in every month with the bill.

x) **CONTINGENCY** :: Tenderer shall have sufficient fund to pay the workers when bills are not paid/passed for reason whatsoever for at least TWO MONTHS.

xi) **LABOUR REGULATIONS AND MINIMUM WAGES** :: The tenderer shall abide by the provisions of the Contract Labour Act 1970 for which the tenderer to maintain records as necessary in terms of minimum

wages act read with the other statutory provisions. The provisions under the Factory Act 1948 as amended from the time to time shall have to be complied with by the tenderer.

- xii) **LOCAL RULES AND REGULATIONS::** The tenderer have to abide by the rules and regulations framed by DVC authority which may change from time to time in the interest of the project. You are to follow the duty hours as will be specified by the controlling officer during execution on the tenderer.
- xiii) **SECURITY GATE PASS ::** The tenderer have to arrange Gate Pass for his workmen from the Security Department and the rules and Regulations related to this subject shall be binding on the tenderer.
- xiv) **WITHDRAWAL OF WORKMEN::** In case of any worker is found hampering the interests of the project in any way DVC shall reserve the right to take appropriate action. In such case, tenderer shall have to replace such non-acceptable workmen within 24 hours notice from the controlling officer.
- xv) **IDLE LABOUR CHARGE::** DVC shall not be held responsible for payment towards idle labour charge under any circumstances.
- xvi) **SAFETY OF WORKING PERSONNEL::** DVC in no way shall be responsible for safety of tenderer's workmen. Tenderer should supply the necessary protective devices for safety of their workmen and tenderer will ensure that necessary safety precautions have been taken for tenderer's workmen.
- xvii) **ACCIDENT::** In case of any accident of tenderer's workmen, tenderer are to arrange necessary prime facie requirement immediately after the incident. DVC shall in no way be held responsible to compensate tenderer workmen be it on duty or not. No benefit in any form shall be admissible in such case.
- xviii) **PAYMENT TO WORKMEN::** Tenderer shall have to make wages/salary payment to workmen within 7 days of succeeding month failing which the order may be terminated without further reference. Monthly salary/wage sheet shall have to be submitted to (One Copy) to the Personnel section.
- xix) **WORKERS COMPENSATION::** All the workers under the contract must be paid compensation as per Workmen's Compensation Act in case of injury or death in course of employment while on duty, by the tenderer at his own cost.
- xx) The tenderer must have Provident Fund Code No. for depositing Provident Fund amount for his workmen.
- xxi) Contractor should furnish P&T / Mobile Numbers of the responsible contact person(s) to make available for emergency need to avoid any unforeseen situation.
- xxii) Before submission of offer, bidders are suggested to visit locations of installation and have information regarding the areas covered under the Scope of Work.
- xxiii) The contractor shall be fully responsible for his workers with regard to terms of employment of services. DVC should not be held responsible in any manner, whatsoever in respect of worker engaged by the contractor for carrying out the work at DTPS, DVC.
- xxiv) Contractor may be allotted an accommodation subject to availability for laborers on chargeable basis so that to avail their services as and when required.
- xxv) **SAFETY CLAUSE:** The contractor shall be solely and wholly responsible for safety & security of his workers / employees engaged in the job and the DVC property. In case of any accident, the contractor shall pay proper compensation to the employees as per workmen's Compensation Act and repair/replace DVC property at their own cost and arrangement. DVC will have no responsibility whatsoever, and will be kept fully indemnified and harmless in this regard. The contractor shall also make adequate provision of insurance for their own employees at their own cost to cover them against the risk of accident.

The contractor and their employees engaged in the job shall follow all safety rules at the time of execution of work. It shall be the sole responsibility of the contractor to supply all safety equipment as necessary to their employees/ personnel without any extra cost to DVC. All statutory rules & regulations as applicable as per Workmen's Compensation Act etc. shall have to be followed by the contractor while engaging/retrenchment of his workers / employees. The workmen under the Contractor's control working in the vicinity of running equipment are to be given proper safety gears and to be careful to avoid any accident, loss of life or damage to DVC, DTPS property. Guide line for action in respect to safety measures for the job are specified hereunder: -

- ❖ Contractor has to ensure safety of his workers at site, while working and to provide all kinds of safety equipment required during the job like safety belts/safety ladder/safety net personal protective devices etc.
- ❖ Contractor will be liable to pay compensation, if any, to his worker for accident "Arising out and in course of employment", under the Workmen's compensation Act.
- ❖ Contractor shall have to abide by Mandatory Safety clauses as per rule.
- ❖ **DVC, DTPS IN NO WAY SHALL BE RESPONSIBLE FOR SAFETY OF CONTRACTOR'S WORKMEN.**

**MANDATORY SAFETY CLAUSES OF THE WORK CONTRACT & TENDERER'S RESPONSIBILITY: -**

- a. The contractor shall be vigilant to ensure provisions of Factories Act 1948 and other statutory provisions as applicable in respective area of work.

- b. Contractor's responsibility is to collect copies of prevailing rules from safety department of the plant.
- c. The contractor must ensure use of Personal Protective equipment by their workers.
- d. Industrial HELMET shall be issued to each worker by the Tenderer.
- e. Other Personal Protective equipment necessary during execution of the work shall have to be supplied by the tenderer to their workers, which must be approved by Safety Department of the Plant before commencement of work.
- f. The contractor shall ensure periodic testing/examination of equipment as well as safety of tools and tackles, used by them as per provision of Factories Act and rule and maintain the up-to-date record for the same at site for inspection of departmental Engineer/Safety Department on demand.
- g. The contractor will ensure medical examination for its workers who are working at DTPS site before commencement of work and once in every year by qualified medical practitioners as per provision of the Factories Act 1948 and W.B. Factories Rule and maintain a Register for the same for inspection by respective O&M Department/Safety Department on demand.
- h. In case of injury, contractor will send the injured person to Hospital/Dispensary/First aid Centre with intimation to the O&M Department under whom he works as well as to safety department. The tenderer shall submit periodical progress report about the treatment till the injured worker is certified fit by Govt. /Govt. Registered doctor and the said fit certificate is to be submitted to safety department before resumption of work by the said injured workers.
- i. In case of failure to fulfil safety requirement, DVC plant authority shall have the right to claim 1% of contract value or Rs.1000/- per day till they fulfil the safety requirement subject to maximum of 5% of total work contract, safety department is authorized to suggest such deduction to concerned O&M department.
- j. If any accident occurs due to wilful violation/non fulfilment of conditions of contract/safety rules in spite of caution letter by safety department, Party will be subjected to penal deduction of 5% of the work order value or Rs. 10,000/- whichever is higher. For this purpose, last 5% of the order value or an amount of Rs. 10,000/- whichever is higher will be released only after getting clearance from Plant Safety Department or as per existing DVC rule.

#### **INSTRUCTION TO BIDDERS::**

- i) Scan copy of self certified copies of all relevant documents wherever needed to be uploaded with the offer. However, DVC reserves the right to call for original document, if needed failing which the offer is liable for rejection.
- ii) DVC shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the Website for any reason whatsoever.
- iii) The tenderers who are found to be indulging in changing/adding or deleting the contents of tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.
- iv) In case of any discrepancies found between the downloaded tender documents from the Website and the master copy available in the office of the Tender Inviting Authority, the later shall prevail and will be binding on the tenderer(s). No claim/appeal on this account will be entertained or given cognizance.
- v) Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the Website, if the offer submitted through the downloaded tender documents which are incomplete, or with changed contents, the offer will summarily rejected.
- vi) Offers submitted by the tenderers through Fax/Telegrams will not be considered valid.
- vii) No relation certificate in DVC to be submitted.
- viii) Tender No. and the Due Date must invariably be mentioned on the Cover, otherwise, tender may be liable to rejection.
- ix) If there is any discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, unit price shall prevail and total price will be corrected accordingly.
- x) If there is discrepancy between words and figures in price part, the price mentioned in word shall prevail.
- xi) DVC reserves the right not to accept the lowest rate quoted by Tenderer and reject any or all the tenders.
- xii) The expression satisfactory execution of the order shall mean fulfillment of all obligations arising out of and the Guarantees Stipulated in the order. In default of satisfactory execution of the order, the Security Deposit shall be forfeited by the Corporation.
- xiii) Price bid of tenderers will be opened whose techno-commercial bids are acceptable with due intimation. In case of rejection of Techno-commercial bids EMD of those unsuccessful bidders will be returned after finalization of order without any further intimation.
- xiv) Settlement of disputes and Arbitration:: It will be guided as per DVC's GCC.
- xv) All suits arising out of the enquiry and subsequent Work Order, if any, are subject to the jurisdiction in the City of Kolkata only.

- xvi) Conditional discount will not be considered for bid evaluation, However, if the offer becomes L-1, DVC may accept the discount while placing Work Order on the vendor.
- xvii) **Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by DVC's G.C.C [G.C.C available at <http://www.dvc.gov.in> ] as per applicability.**
- xviii) **Bidders may visit website [https:// etenders.gov.in](https://etenders.gov.in) regularly for any addendum/corrigendum/extension till opening of NIT.**

## B. General Terms and Conditions:

1. Vendor should submit attested copies of latest and valid GST, Trade Licence, Proprietorship / Partnership Deed and ESI registration certificate with their tenders.
2. Vendor have to abide by the rules and provisions contained in E.P.F & M.P. Act - 1952 and subsequent amendment(s).
3. Vendor shall pay Incentive to supervisor & cleaner @ 8.33 % of their respective total wages.
4. The work shall be carried out under the supervision of SDE(C) / EE(C) / AE(C) / EA (C), PHCD, DTPS or their authorized representatives.
5. Vendor shall submit regularly, the copies of the documents indicating the cost of cleaning materials, consumables, equipments etc. to enable the Engineer-in-Charge to evaluate the actual cost under Sl. No. (3) of B.O.Q.
6. DVC shall provide Water and Electricity required for the up-keepment and cleaning work in free of any charges at different locations as required.
7. An Agreement shall be executed in between Vendor and DVC containing jointly agreed terms and conditions and other details.
8. Vendor shall be fully responsible for their workers with regard to terms of employment of services; DVC should not be responsible in any manner, whatsoever in respect of workers engaged by the Vendor for carrying out the work at DTPS, DVC.
9. If any area is seen to be not properly maintained, no payment shall be made for that part. Deduction will be calculated as per Man power deployment pattern which will be decided on mutually agreed basis after placement of works.
10. If the contractor fails to deploy minimum monthly average manpower as specified earlier (676 man days) and fails to provide suitable substitution in a calendar month then proportionate deduction shall be made for Supervisor and cleaner.
11. **Payment to Workmen:** Contractor shall have to make wages/salary payment to workmen within 10 days of succeeding month failing which the order may be terminated without further reference.
12. **Contingency:** Contractor shall have sufficient fund to pay the workers when bills are not paid/passed for reason whatsoever for at least TWO MONTHS.
13. **Penalty:** The cleaning/up-keepment work is urgent/emergent in nature and all efforts must be made to execute the work as per scope. If work is disrupted/dislocated on any particular day due to any unjustified reasons on the part of Vendor, a penalty @ 1% per day of the Gross monthly Bill value of that particular month for each such days, shall be deductible.
14. Any unforeseen loss, if incurred by DVC on account of Vendor shall be adjusted / recovered from the monthly payment / Security Deposit.
15. All statutory / safety measures are to be ensured by Vendor during execution of the work under this contract. DVC shall not be responsible for any accident or mis-happening to their workers in whatsoever ways.
16. **Contractor Evaluation:** The contractor after completion of the works of each month will go through the Contractors Evaluation formalities as per standard DVC format.
17. DVC's prevailing rules in respect of contract execution shall be applicable.

## C. SPECIAL TERMS & CONDITIONS: -

1. Cleaning is to be carried out in such a way that nearer to the origin texture of floor can be revived.
2. All the floors are to be washed with wet cloths laden with detergents at least twice in a week. Before washing, vigorous scrubbing is to be done on dirty patches of the floor. However, floors of control rooms are to be washed with detergents daily.
3. All corridors and stair cases of the adjoining areas are to be cleaned regularly.
4. Cleaning works will be carried out during General Shift normally (**7 AM to 5 PM**). However, if necessary, working hours may be extended beyond general shift and segregate the working hours suitably on some special occasions for which no extra payment shall be made to the contractor.
5. Contractor shall depute his own two Nos. supervisors who are to be made available for proper execution of all works under the scope of work as well as safety and discipline of workers. The supervisors would keep in contact with Engineer-in-charge or his authorized representatives every day.
6. Beside above, the party has to deploy 18 (Eighteen ) nos. of cleaners and 02 (two) nos. supervisor daily for upkeepment & cleaning jobs. The party shall provide 520(18 x 26 + 2 x 26 = 520) man days including Cleaners & Supervisors on

monthly tendered rate basis. If the contractor fails to deploy minimum monthly average manpower as specified earlier and fails to provide suitable substitution in a calendar month then proportionate deduction shall be made.

7. Payment against "Incentive" and "Administrative expenditure including supervision, consultancy & overhead" depend with the "number of associate member as cleaner and number of associate member as supervisor" present in respective month.
8. **Penalty:** The cleaning/up-keepment work is urgent/emergent in nature and all efforts must be made to execute the work as per scope. If work is disrupted/dislocated on any particular day due to any unjustified reasons on the part of Contractor, a penalty @ 1% per day of the Gross monthly Bill value of that particular month for each such days, shall be deductible.
9. The working places such as Latrines, floors, wash basins are to be cleaned properly. Odonils/naphthalene balls are to be placed in the latrine /Urinals so that no bad odour emanates. Room freshener are to be used in Control Rooms and other offices located in Shakti Bhavan, Adm. Building, and Civil Office etc.
10. For cleaning work as per scope of work mentioned above, the party has to supply following cleaning materials and consumables. Collin spray, Black phenol, Lizol , Harpic, room freshener, duster , white phenyl, phulJharu, Latrine brush, small odonil, coconut Jharu, bleaching power, liquid soap, detergent powder, cloth bucket/mug , acid for toilet cleaning and other items required for cleaning and upkeepment.
11. Cleaning accessories & cleaning materials/consumables supplied by the contractor should be of good quality and the price should be at par with the prevailing market price. Before supplying any items, the same is to be got approval from Engineer-in-charge. Cost of cleaning accessories and cleaning materials so supplied by the party in a calendar month will be reimbursed at actual after inspection of the same by the authorized representative and on production of cash memos. However, monthly ceiling limit of reimbursement on the aforesaid account will be limited to finalize value of this items.



## **ANNEXURE – III**

### **SCOPE OF WORK AND SUPPLY BY THE CONTRACTOR:-**

The scope of work **“Up-keepment & cleaning of all floors of Power House Buildings Like Shakti Bhawan , DM Plants, Engineer’s Room of ES-I, Accounts/Fin./HR/Admn. Office, Civil office, Water Treatment Plants, Admn. Building, 132Kv/220Kv Switch yard Control Room, Machine Shop, Intake Pump house, etc & sweeping of road from Main gate to entrance of U#3 and from Shakti Bhawan to Compressor House & other areas and cleaning of all the toilets located inside PH campus at DTPS, DVC, Durgapur and other related works. (2023-2024) .”** shall comprise of dusting, sweeping, mopping, cleaning of cobwebs etc. in all the floors of PH areas, 220KV/132KV Switch yard control room, CHP Control room and offices, Shakti Bhawan, Civil Office, Finance office, Water Treatment Plants, Administrative building, Intake pump house, MS-II office, Canteen, Telephone Exchange (old & new both), Occupational Health Centre, Store offices, Heavy section offices, Inside DM Plant, Machine shop, sweeping of road from Main Gate to Intake Pump House, from Shakti Bhawan to Compressor House and all the areas/ buildings inside Power House Premises/Plants premises as per requirement of engineer In-charge , PHCD or his authorized representative and all the toilets located inside DTPS Plant. The upkeepment & cleaning work shall be attended regularly as directed by the Engineer in Charge, PHCD, DTPS or his authorized representative as per requirement in following manner:

1. Dusting, sweeping, mopping, cleaning of cobwebs etc. in all the areas, as mentioned above, as per direction of Engineer- in -Charge or his authorized representative.
2. Floors are to be cleaned as per following sequences.
  - a) Dusting/Sweeping
  - b) Washing of floors with wet cloth.

Above sequence of cleaning is to be carried out twice in a day.

3. Cleaning all the toilets located inside PH campus (twice a day).
4. Sweeping of road from main gate to Intake Pump House and Shakti Bhawan to Compressor House (twice a day).

In scope of work, hygiene maintenance of any other area/areas not specified above shall also include as and when felt by the engineer –in-charge or his authorized representative.

## ANNEXURE – IV

BOQ for the work:

<b>BOQ for the work: “Up-keepment &amp; cleaning of all floors of Power House Buildings Like Shakti Bhawan , DM Plants, Engineer’s Room of ES-I, Accounts/Fin./HR/Admn. Office, Civil office, Water Treatment Plants, Admn. Building, 132Kv/220Kv Switch yard Control Room, Machine Shop, Intake Pump house, etc &amp; sweeping of road from Main gate to entrance of U#3 and from Shakti Bhawan to Compressor House &amp; other areas and cleaning of all the toilets located inside PH campus at DTPS, DVC, Durgapur and other related works. (2023-2024)”.</b>					
<b>Sl. No.</b>	<b>Description</b>	<b>No/ Frequency per year</b>	<b>Unit</b>	<b>Monthly Rate (Rs.)</b>	<b>Yearly Amount (Rs.)</b>
1	Charge for manpower as cleaner as Cleaner (Unskilled)	216	No / Man Month	21554.3328	4655735.88
2	Charges for manpower as Supervisors (Semi-skilled)	24	No / Man Month	24318.6060	583646.54
3	Chrges for Cleaning materials & Equipments	12	Month	32238.00	386856.00
				Total = Rs.	<b>5626238.43</b>
<b>Rupees Fifty Six Lakh Twenty Six Thousand Two Hundred Thirty Eight and Forty Three Paise only</b>					

Note: The above quantity/frequency of different jobs/works are tentative/approximate only and may vary depending upon the actual work requirement during execution of work. However, the price shall be limited to be total ordered Price.

-----XX-----

**PVC for Labour cost based on departmental estimate**

	Particulars	Percentage	Value
W	Additional amount payable/received under PVC	$W = W1-W0$	
W1	To be Calculated	$= W0(F+Lb*L1/L0)$	
W0	Base contract price		
<b>F</b>	<b>Fixed proportion of cost</b>		<b>13.80 %</b>
<b>Lb</b>	<b>Labour proportion of cost</b>		<b>86.20 %</b>
L0	Minimum labour wage of Base period		
L1	Minimum labour wage of Current period		

1. Base period will be last date of Bid Submission.
2. For calculation of increase/decrease (W) – Minimum central wage (L1, L0) for unskilled & Skilled labours are to be considered and L1/L0 to be calculated both for skilled and unskilled labours separately on each occasion and minimum of L1/L0 so calculated to be considered in PV formula.
3. The escalation shall be applied both way i.e. +Ve or –Ve.

**Format for Contractor's Performance Evaluation (DVC)**

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

Sl. No.	Description	Max Marks	Marks Obtained
<b>A</b>	<b>Quality and Workmanship in Work: Maximum 45 Marks</b>		
1	Quality of manpower deployed (As per the terms & condition of contract, including literacy level etc. if any) a. Skilled category (Either ITI holder and / or selected by the Engineer in Charge as per the experience and TEST conducted) b. Unskilled category (Stress on literacy level, experience and safety consciousness) c. Trained/qualified supervisor (Diploma holder and / or selected by Engineer-in-Charge 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 and / or checklist for each job, given by the Engineer- in-charge	10	
3	a. Repetition of job due to bad workmanship including defect liability (frequency of occurrence & compliance for rectification) b. Improper use of DVC facilities (Example: Leaving junction boxes open after the job is over 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 & Contamination etc.) c. Cleaning the workplace including removal of scrap after completion of the job removal of debris etc.	06	
5	Use of proper tools & tackles applicable for a particular job	05	
6	Training of contractor's manpower at DVC training centre for at least 02 hours per fortnight	04	
<b>B</b>	<b>Adherence to Time Schedule: Maximum 30 Marks</b>		
1	Availability of all tools & tackles (under the scope of contractor) without any time delay	05	
2	Mobilization of proper skilled & unskilled manpower without any time delay	05	
3	a. Completion of job within the time frame specified in the contract (wherever available) b. Advance Scheduling of Jobs along with Engineer-In-Charge 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 Engineer-in-Charge. Promptness to call.	05	

**(Sign of Engineer –In-Charge)****(Sign of Authorized Representative of Contractor)**

## Format for Contractor's Performance Evaluation (DVC)

Monthly Contractor's Performance Evaluation continued.....			
			Page 2 of 3
Sl. No.	Description	Max Marks	Marks Obtained
<b>C</b>			
<b>Adherence to Safety : Max 15 marks</b>			
1	100% supply of PPE and 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 etc.)	02	
4	Proper handling of material (while lifting heavy materials at height) (Example: Use of cage/basket etc.)	02	
5	Periodical testing of lifting tools & tackles which are at the contractor's scope. Inspection of tools & 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	
<b>D.</b>			
<b>Responsiveness : Maximum 10 Marks</b>			
1.	Ability to respond positively for changes in scope schedules manpower	02	
2.	Availability of the contractor / site in-charge with adequate authorization and powers for execution of job. Site in-charge responses on Mobile / Phone	02	
3.	Attending telephone calls both landline and mobile for 24 X 7 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 checklists etc.	01	
7.	Timely submission of bills/ invoices and other required documents	01	
<b>E.</b>			
<b>Statutory Compliances : 0 to (-)30 Marks</b>			
1.	Complaints received from the contract workers regarding underpayment(less than statutory rates)/ delayed payment/ no payment)	0 to (-)10	
2.	No record of release of PF to workers and/or complaints received regarding the payment of PF	0 to (-)10	
3.	Non-compliance of statutory compliances	0 to (-) 5	
4.	Not obtained timely insurance coverage , ESI	0 to (-) 5	
5.	Illegal disposal of waste oil, scraps or any other hazardous materials	0 to (-) 2	
<b>TOTAL ( A to E )</b>		<b>100</b>	
<b>F.</b>			
<b>Bonus Points : 10 Marks</b>			
1.	Special initiative taken for the welfare of the contract workers	03	
2.	Showing interest to come out with suggestive innovative ideas	03	
3.	Participation in e-tendering	02	
4.	Response to DVC Tender Enquiries	02	
5.	Claims and dispute	0 to (-) 3	
<b>TOTAL ( A to F )</b>			

(Sign of Engineer-In-Charge)

(Sign. of Authorized Representative of Contractor)

**Format for Contractor's Performance Evaluation (DVC)**

<b>Monthly Contractor's Performance Evaluation continued.....</b>			
			<b>Page 3 of 3</b>
<b>G.</b>	<b>Total Marks obtained in the Month</b>		
	Cumulative Marks up to Previous Month		
	Marks in this Month (Total A to F )		
	Cumulative Marks		
	Cumulative Marks obtained		
	Up to date Average Marks = -----		
	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 Engineer-In-Charge)**

**(Sign. of Authorized Representative of Contractor)**

**Format for Contractor's Performance Evaluation (DVC)**

<b>Contractor's Performance Rating</b> ( To be filled by Concerned Engineer- In-charge and HOD )		
		<b>Page 1 of 1</b>
<b>1</b>	<b>Name of Work</b>	
<b>2</b>	<b>Work Order / LOA Ref.</b>	
<b>3</b>	<b>Name of Contractor</b>	
<b>4</b>	<b>Period of performance Rating</b>	From.....to.....

	Up to date Average Marks Obtained	Rating	Rating Obtained*
<b>1</b>	<b>91 &amp; above</b>	<b>Very Good</b>	
<b>2</b>	<b>81 – 90</b>	<b>Good</b>	
<b>3</b>	<b>70 - 80</b>	<b>Satisfactory</b>	
<b>4</b>	<b>Below 70</b>	<b>Unsatisfactory</b>	

**\*Write as applicable and put (X) which are not applicable**  
**Recommendation Remark, (if any).**

**Engineer-In-Charge** :  
**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 generally will be given after the completion of contract period including its extension, if any. However, if required, in C&M, the same shall be given during the execution of work.

\*\*\*\*\*



**BANK GUARANTEE VERIFICATION CHECKLIST**

CHECKLIST	YES	NO
<p>Does the Bank Guarantee compare verbatim with standard DVC Proforma for BG?</p> <p>a) Has the executing Officer of BG indicated his name, designation &amp; Power of Attorney No. / Signing Power number etc. on BG?</p> <p>Is each page of BG duly signed/initialed by the executants and last page is signed with full particulars as required in the DVC’s standard Proforma of BG and under the seal of the Bank.</p> <p>Is BG No. and date mentioned on all pages of the BG?</p> <p>Does the last page of the BG carry the signature of two witnesses alongside the signature of the Executing Bank Manager?</p> <p>a) Is the BG on non-judicial stamp paper of appropriate value?</p> <p>Is the date of sale of non-judicial stamp paper is issued not more than six months prior to date of execution of BG.</p> <p>a) Are the factual details such as Bid specification No. /NIT No./LOA/PO no. contract price, etc. correct?</p> <p>Whether overwriting / cutting if any on the BG authenticated under signature &amp; seal of executants.</p> <p>Is the amount and validity of BG in line with contract provisions?</p> <p>Is the foreign bank guarantee, confirmed by a Nationalized/Scheduled bank in India (as applicable)?</p> <p>Whether the BG has been issued by a Nationalized Bank/Non-Nationalized Bank. Acceptable to DVC/Scheduled bank of 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)</p>		

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE:-**

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



## **ANNEXURE –G**

(to be printed on the letter head of bidder)  
**Letter of Bid**

To  
The Superintending Engineer (Tech),  
DTPS, DVC, Durgapur  
Pin: 713207

Sub : ‘ \_\_\_\_\_ ,

Ref:

1. NIT No: ‘.....’
2. Tender Id No: ‘.....’

Dear Sirs,

We offer to undertake the job as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the application fee/cost of Tender document and EMD being submitted by us has been furnished on-line.

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

OR

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

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

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

Yours faithfully,

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

[STRIKE OUT THE PORTION WHICH IS NOT APPLICABLE]

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

NOTE: "Letter of Bid" will be downloaded by the bidder and will be printed/ typed on his letter head. This document will be signed by the bidder and the scanned copy of the same will be uploaded during bid submission in Techno-Commercial Part. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per format given above and it should not contain any other information.

## ANNEXURE – H

### PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE Bidder

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

Non Judicial Stamp Paper (minimum value of `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 of \_\_\_\_\_  
-  
\_\_\_\_\_ against NIT No. \_\_\_\_\_ dated \_\_\_\_\_, vide bid no. \_\_\_\_\_

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

3. I/We and or our affiliation is/are not banned / suspended by DVC / Ministry of Power / Govt. of India / Department of Power & Non-conventional Energy Sources, Govt. of West Bengal / Department of energy, Govt. of Jharkhand.

OR

I/We and or our affiliation have been banned / suspended by DVC / Ministry of Power / Govt. of India / Department of Power & Non-conventional Energy Sources, Govt. of West Bengal / Department of energy, Govt. of Jharkhand by the organization named "\_\_\_\_\_" for a period of \_\_\_\_\_  
-- year/s, effective from \_\_\_\_\_ to \_\_\_\_\_.

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

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

OR

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

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

Signature of the Tenderer

Dated:

Signature and Seal of Notary

\*\*\*\*\*

**ANNEXURE – i**

(To be uploaded by the Digital Signature Certificate Holder)

**ON NON JUDICIAL STAMP PAPER**

TO WHOM IT MAY CONCERN

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

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

Thanking you

Yours faithfully

.....

<Signature of the Attesting Authority of the Company>

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

**Attested by** <Name of Attesting Authority>

.....  
.....

Stamp

**Notarized by**

.....  
.....  
.....

Stamp

## ANNEXURE – J

### DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT

#### Requirement for RTGS / CBS /NEFT

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

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

(Authorised Signatory)

(Printed Name)

(Designation) .....

Date: (Name) .....

Place: 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)

(Authorization No.

(Bank Seal)

**General Rules and Conditions for the Contract**

**D. Special Terms & Conditions:**

The term "Contract" hereinafter used would mean and include the abridged tender notice, detailed notice of invitation to tender, special instruction to tenderers to General Specification, General Specification for equipment and mechanical works etc. scheduled drawing and any other document attached to the tender documents those are subjects to and include the alteration and modification carried out and agreed to before the contract document is finally decided and accepted by DVC. The term "Contractor", "The contracting Firm" and "Firm" mean the agency entering into contract with DVC.

1 **PROCUREMENT OF MATERIALS AND PAYMENT OF TAXES**

Unless and otherwise specifically stated all materials required for completion of the work as per specifications shall be procured and brought at site by the agency at its cost. The rates quoted for the items shall be inclusive of all costs of material and labour and it shall also cover all taxes viz. Sales Tax etc., that are payable by the firm under the law of land on the date of submission of tender. Any statutory variation in taxes and duties will, however be adjusted as per actual on production of documentary evidences.

2 **ACQUAINTANCE WITH SITE CONDITIONS ETC.**

The agency shall study the prevailing site conditions, general conditions and data included in these documents and get verified / supposed to have got verified before submitting the tender/offer to continue further evacuation of the work. In case of any doubt it shall be get clarified before the date of submission of the tender/offer. Otherwise, it will be presumed that the tenderer is aware of all details regarding the proper execution of the work, as per tender conditions and specifications.

3 **SITE CONDITIONS**

The tenderer shall verify the conditions/deemed to have verified the conditions of the site by actual inspection before submission of the tender/offer to execute further quantity of work under same terms & conditions.

4 **ACTION IN CASE OF NON-COMPLIANCE**

Failure to comply with above conditions and specifications will result in the Corporation taking action at the risk and cost of the contractor. Submission of the tender/offer to continue further evacuation of the work binds the contractor for complying with requirements of the above conditions and specification without any extra payment.

5 **CURRENCIES OF TENDERS/WORKS**

Tenders/Offer shall be quoted in Rupees (Indian Currency). Local costs such as taxes, duties, local storage, and transportation cost should be included in total price.

**C GENERAL CONDITIONS**

1 **DEFINITION**

Whenever these words occur in the Tender Documents they shall have the following meanings.

2 **Tender Documents**

The Tender Documents include invitation for Tenders, Information and Instructions to Tenderers, General Conditions, Special Conditions, Engineering Specifications, Tender Forms DVC/T-3 Schedule of Works, Tender Drawings and addenda, if any or all of those documents. These documents are complementary and any work called for by one is as binding upon the parties, as if called for by all, They are intended to comprise everything necessary for the complete execution of the work even though specific reference may not be made to all details of labour and materials required,

3 **Corporation**

The Corporation is the ***Damodar Valley Corporation having its office at DVC Towers, VIP Road, Kolkata-700 054*** and referred to throughout in the tender documents by the abbreviation DVC. The Word Corporation when used in conjunction with the words 'As directed', 'Where directed', 'When directed', 'Approved', 'Subject to approval', 'Satisfactory', 'Accepted to', 'Proper', 'Determined by' shall mean the Chief Engineer, DTSPS / Superintending Engineer (Civil), DTSPS Power House Civil Division, DTSPS or his authorized representative.

4 **Consulting Engineer**

The word consulting Engineer used hereinafter shall refer to the firm or person (or their local representatives) that may be appointed by DVC as its Consulting Engineer. The Contractor shall fullest co-operation to the consulting Engineer in carrying out inspection of the works.

5 **Contractor**

The contractor is the successful tenderer who is awarded the contract to perform the work covered by these Tender Documents and shall be deemed to include the contractor's successors, heirs, executors, administrators, representatives and or assigns as the case may be and as approved by DVC and will be referred to as if of masculine gender and singular number, through out the Tender Documents.

6 **Correspondence**

All Corresponding Regarding Technical Aspects: SE (C), CCD, DTSPS, DVC, Durgapur-7.  
All Corresponding Regarding Commercial Aspects: SE (C&M), DTSPS, DVC, Durgapur-7.

7 **Contract Parties**

DVC and the Contractor are those named as such in contract agreement.

8 **Engineer**

Engineer shall mean the SE(c)/Senior Divisional Engineer (Civil) / EE(C)/ AE(C) or his duly authorized representatives acting within the scope of the authority entrusted to them.

9 **Tenderer**

The party or parties submitting an offer for the work covered by the tender documents.

10 **Tender Drawings**

The terms "Tender Drawings" refers to the drawings made part of the Tender Documents.

11 **Detail Drawing**

This shall mean the drawings prepared for the purpose of clarifying the work, inclusive of sketches etc, prepared by the Engineer or his authorized representative.

12 **Work**

The terms 'Work' of the Contractor includes labour or materials or both and work to be done by the contractor under the contract.

13 **Month**

Month shall mean English Calendar month.

14 **Letter of Intent**

Letter of intent shall mean the Corporation's letter covering its acceptance of the tender subject to such reservations as may have been stated therein.

15 **Writing**

Writing shall /may include any manuscript; type written or printed statement, sketches or drawings to convey information or instructions, under or over signature or seal, as the case may be.

Words importing the singular only shall also include the plural and vice versa where the context requires.

16 **Terms or Approval, Judgment or Direction**

When the words 'Approved', 'Subject', 'To approval', 'Satisfactory', 'Equal to', 'Proper', 'A', 'Directed by', 'Where directed', 'When directed', 'Determined by', 'Accepted' etc. are used the approval, judgment, direction, etc. implies is understood to be a function of the Engineer or his authorized representatives.

17 **Manufacturing**

The term 'Manufacturer' used herein refers to the party proposing to design, and/or manufacture the equipment and materials as specified, complete or in part.

18 **Site**

The site shall mean the place or places named in the Contract and include where application lands and buildings upon or in which the works are to be executed.

19 **Plants, Equipments, Stores, work or works**

Plants, Equipments, Stores Work or works shall mean and include plants and materials to be provided and work to be done by contractor under the Contract.

20 **INTERPRETATION**

Decision by the Engineer shall be conclusive as to the true purpose and meaning of drawings and specifications. Any discrepancy which may exist, between drawings and specifications shall be referred to the Engineer whose decision to the true meaning shall be final.

21 **EXECUTION, CO-RELATION AND INTENT OF DOCUMENTS**

Two copies of the formal agreement shall be executed by DVC and the Contractor. The intention of the documents is to include all labour and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words, applied to indicate a well-known technical or trade meaning, shall be held to refer to such recognized standards.

22 **ARBITRATION**

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of specifications designs, drawings and instructions herein contained and as to the quality if the workmanship or materials used on the work, or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating the contract designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution of failure to execute the same whether arising during the process of the work after the compilation or abandonment thereof shall be referred to the sole arbitration of a person appointed by DVC who may or may not be a DVC Officer. Such appointment shall not be objected to on the ground that the arbitrator so appointed is a DVC official or that he had to deal with matters to which this agreement relates and in the course of his duties as DVC official he had expressed views on all or any of the matter in dispute or differences. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract.

23 **PROGRAMME**

The contractor shall submit at such times as may be requested by the Engineer, Schedule which shall show the order in which the contractor proposed to carry on the work with dates at which the contractor will start the several parts of the work and estimated dates of completion of the several parts consistent with the time stipulated for completing the entire job. At the commencement of the work, the contractor shall submit a detailed work schedule which would be subject to the approval of the Corporation and should set forth in detail all phases of the work as described in the specifications showing the dates of commencement and completion of each phase, together with the anticipated percentage of completion versus elapsed time.

24 **TENDERER'S RESPONSIBILITIES**

The tenderer or his agent shall carefully examine the location of the proposed work, standard contract form, and local conditions affecting the work such as labour, materials etc., before submitting his tender. For inspection of site of work the bidders may contact the Superintending Engineer (C) or the Senior Engineer (Civil) or their authorized representative of DVC, DTPS.

The contractor shall provide himself with necessary Godowns of a temporary nature, as may be necessary for the purpose of safe custody and storage of all his materials, perishable and special materials including tools, plants, etc. and shall accept full responsibility for the proper preservation and safe and orderly custody of such materials to the satisfaction of the Engineer.

Till such time as the work has been completed and handed over to DVC the contractor shall maintain the work properly and carry out all minor and major repairs at his own expenses. The contractor shall be responsible for maintaining the work site reasonably free and clean from accumulation of surface water, providing where necessary suitable drainage or pumping out of water at his own cost.

The contractor shall make his own arrangements for the accommodation of his staff and worker. The Engineer will, however, make available for this purpose the necessary land/within available distance of about 5 Km. from the work site. Water and Electricity as required for the execution of the work shall have to be arranged by the contractor at his own cost.

24.01 The tenderer shall state clearly in his tender the detail procedure he shall adopt to execute the work successfully, the details of the construction & other equipment he shall engage for the execution of the job, their capacity, numbers etc. so as to enable DVC to assess the capability of the tenderer to successfully complete the job in time.

The contractor shall also understand that in the event of his progress of work falling below the rated progress, the Engineer shall have the right to utilize his own equipment to step up the progress of the work at the cost of the contractor.

24.02 The Contractor shall provide all equipment and tools needed to do the work efficiently. DVC equipment and tools may be made available on payment of hire charges, if and when available. The hire charges shall be those determined by the Engineer, who shall however be under no obligation to supply such tools and equipment. The installation charges as and when necessary will be to the account of the contractor.

25 **Separate Contracts**

a) DVC reserves the right to let other contracts in connection with the Project and Contractor shall co-operate and offers other contractors reasonable opportunity for access to the work for the introduction and storage of materials and the execution of their works.

b) If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report in writing to the engineer any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defect which may develop in the other Contractor's work after the execution of his work.

26 **Assignment**

**The Contractor shall not assign or sublet the contract in whole or part to any other agency without the prior permission from DVC.**

27 **Right to change plans**

When additional information becomes available, it may be found desirable to change the dimensions or design of the structures covered by these tender documents to conform to such conditions. DVC or the Engineer reserves the right to make such reasonable changes as may be considered necessary or desirable. The Contractor's plan shall be laid out and his operations shall be so conducted as to accommodate any reasonable change in the design of the structures or any part thereof. The approval plan and a copy of the specification should be kept at the work site by the Contractor for ready reference.

28 **Supervision**

The Contractor shall keep on the work during the progress a competent qualified Resident Engineer and necessary assistants who will represent the Contractor in his absence. They shall not be transferred from the job without the Engineer's consent. Important directions shall be confirmed to the Contractor in writing. If the Contractor in the course of the work finds any discrepancy between the drawings and the Physical conditions of the locality, or any errors, or omission in drawings or in the layout or prints and instruction, it shall be his duty; to immediately inform the Engineer in writing and the Engineer shall verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

29 **EMPLOYEES**

The Contractor shall employ only competent, skilled and orderly men to do the work. He shall discharge within 24 hours any of his representatives, foremen or any other men employed by him from this job that is in the judgment of the Engineer in competent, unfaithful or insolent or wanting in the proper performance of his work or guilty of routes, disrespectful or otherwise improper conduct. Neither the Contractor, DVC nor the Consulting Engineer shall hire or employ any employee of the other party except by mutual consent.

30 **INSPECTION**

Work under these tender documents shall be subject to approval of the Engineer who shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials questions which may arise as to measurement of quantities and the fulfillment of the technical requirements the tender documents.

31 **ACCESS TO WORK**

The Engineer, his assistants and other agents of DVC shall at all times have access to all places where work is being done or where materials are being prepared for use under this contract and they shall have full and safe facilities for the unrestricted inspection of such materials and work. The Contractor shall furnish any aid or assistance required for the proper inspection and examination of the work.

32 **RIGHT OF WAY**

DVC will provide the right of way on the site for permanent works or installations and right-of-way for access therein over established routes belonging to it. The Contractor will be permitted to use such land for construction purpose, but any additional right-of-way desired by the Contractor for construction purposes shall be provided by the Contractor without expense to DVC.

33 **POSSESSION PRIOR TO COMPLETION**

The Engineer shall have the right to take possession of or use any completed, partially completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work not completed in accordance with the Contract Agreement. If such prior possession of use by the Engineer delays the progress of the work and suitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly. No other claim in this regard shall be entertained.

34 **CLIMATIC CONDITIONS**

The Engineer may order the Contractor to suspend any work that may be subject to damage by the prevailing climatic conditions and no claims due to this suspension of work shall be entertained.

35 **SUSPENSION OF WORK**

The Engineer may at any time suspend the work or any part thereof by three days notice to the Contractor in writing. If the Contractor is not given an order to resume work within sixty calendar days for the date of suspension he may abandon the portion of the work suspended.

36 **THE ENGINEER'S RIGHT TO DO WORK**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Engineer after seven days written notice to the contractor may without prejudice to any other remedy make good such deficiencies and DVC may deduct the cost thereof from the payment then or thereafter due to the Contractor.

37 **THE ENGINEER'S RIGHT TO TERMINATE THE CONTRACT AGREEMENT**

In the event that any of the provisions of this Contract Agreement is violated, or if the Contractor should be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, the Engineer may on behalf of DVC serve written notice upon the Contractor of his intention to terminate such contract Agreement, such notices to contain the reasons for such intention to terminate Contract, Agreement. Unless within ten calendar days after serving of such notice upon the Contractor such violations or delay shall cease and satisfactory arrangement for correction be made, the contract agreement shall cease/terminate without prejudice to DVC right for damages or any other right against the Contractor. Such termination notice will be treated as notice terminating the Contract by DVC and thereafter the Contractor will cease and stand determined.

38 **CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT AGREEMENT**

If the work should stop under an order of any court and / or public authority for a period of three months through no fault of the Contractor or should DVC fail to pay any judgment entered in the courts within sixty calendar days after such judgment shall have been entered, the Contractor may stop work and recover from DVC payment for all work executed.

39 **FORCE MAJEURE**

Subject to the operation of "Force Majeure" time is the essence of the contract. For the purpose of this contract the term "Force Majeure" is defined as Acts of God, war hostilities, acts of the public enemy, civil commotions, sabotage, acts of Government (including but not restricted to, any preference, priority, allocation or limitation order and any export or import control), fires, floods, explosions, or their catastrophes, accidents, epidemics, quarantine restrictions, strikes or other labour troubles, embargoes or other transportation delays, and delays incurred by the contractor, due to such causes,



claims for reasonable extensions of time on account of "Force Majeure" shall be granted subject only to notification within 15 (Fifteen) days to DVC of the particulars thereof and the supply to DVC if required, of reasonable supporting evidence. Any waiver of time in respect of partial installments shall not be deemed to be a waiver of time in respect of remaining deliveries. No other claim in this regard shall be entertained.

40 **PROTECTION OF WORK AND PROPRIETY**

The Contractor shall continuously maintain adequate protection of all his work form damage and shall protect DVC's and adjacent property from injury or loss in connection with contract operations. The Contractor shall provide all passage ways, guard fences, lights and other facilities for protection required by public authorities or local conditions.

41 **INDEMNITY, DAMAGES & INSURANCE**

The Contractor shall indemnify and save harmless DVC or the Engineer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or DVC by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or the guarding of it.

The Contractor shall also indemnify DVC against payments under the workman's Compensation Act, which DVC may suffer, sustain or be in any way subjected to by reason of injuries to the contractor's or DVC's employees or other persons, or damage to the property of any person of DVC, arising out of or resulting from the performance of the work of this contract. The Contractor shall obtain Workmen's Compensation and Public Liability Insurance and submit the polices to the Engineer for approval before beginning the work covered by the Contract. Workmen's Compensation policy shall contain a waiver of the insurer's right, under the Workman's Compensation Law to recover from DVC compensation and other expenses paid for any injury to or death of any employee of the Contractor while performing the work covered by the Contractor. The public liability policy shall be so drawn as to protect DVC as well as the Contractor from injury to or death of any person resulting from the work described herein, and if required by DVC, for damage to property resulting therefore. The policy shall provide for coverage in such amounts as shall be designated by the Engineer or as specified hereinafter. The Contractor shall carry public liability insurance with limits not less than Rs. 50000.00 for anyone person and Rs. 100000.00 for anyone accident and property damage insurance.

42 **DAMAGES**

Any claim or damage arising under the Contractor Agreement shall be made in writing to the party liable within a reasonable time of the first observance and not later than the time of final payment.

43 **TAXES, PERMITS AND FEES**

The Contractor shall include in his tender prices all taxes including sales tax on work if any and all other tax as applicable to his operation work. He shall also obtain and pay for all permits, licenses, Royalties or other privileges necessary to complete the work, certificates of which shall be delivered to the Engineer and will become the property of DVC.

44 **ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws codes and statues shall be observed.

45 The Contractor shall provide, erect and maintain all necessary barricades and sufficient red lights, danger signals, and signs and take all necessary precautions for the protection of work and safety of the public road and high ways closed to traffic shall be protected by effective, barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset to sunrise. The Contractor shall at times, exercise reasonable and proper precautions for the safety of the people on the works and shall comply with the provision of earnest safety laws and buildings and construction codes as may be applicable. He shall also provide all necessary fencing and lights required to protect public from accidents. All machinery and equipment and other sources of physical hazards shall be guarded in accordance with regulations or laws prevailing in this country. The responsibility for payment of compensation for accidents on the work under execution by the Contractor will rest entirely on the Contractor, and in case the department (either alone or jointly with the Contractor) shall be called upon by a court of law to make good any such loss or damages, or to pay compensation (including that payable under the provisions of the workmen's Compensation Act) to any person sustaining damage as aforesaid by reason of any Act, or of any negligence or omission on the part of the Contractor, the amount which the department may be required to pay in respect thereof and the amount of any costs shall be borne by the Contractor.

46 The following are some of the requirement listed by the same are not exhaustive and the Contractor shall add to and augment those precautions on his own where necessary and shall comply with the direction issued by the Engineer in this behalf from time to time and all items: -

- i) Providing protective footwear and headwear to workers in situation like fixing and placing of mortar or concrete and in quarries and places where the work done is under too much wet conditions.
- ii) Providing protective headwear to workers working near equipment etc. to protect them against accidental fall of material from above
- iii) Taking such normal precautions like providing handrails at the edges of the floating platforms or barges, not allowing nails or metal pmts or useless timber to spread around etc.
- iv) Supporting workman with proper belts, ropes, etc. when working on any masts, cranes, hoists, dredgers etc.

- v) Taking necessary step towards training the workers concerned on the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists, and similar units are working.
- vi) Providing life belts to all men working at such situations from where they may accidentally fall into the water, equipping the boats with adequate number of life buoys etc.
- vii) Avoiding bare live wires, etc, as would electrocute workers.
- viii) Making all platforms, staging and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.
- ix) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate "First Aid Treatment" in case of accidents due to suffocation, drowning, electrocution and other injuries.
- x) The workers engaged on risky jobs should be adequately insured

47 **SAMPLES**

The Contractor shall furnish to the Engineer for approval, when requested, or if required by the specifications, adequate sample of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and well in advance to permit tests and examination thereof. All materials furnished and finishes applied shall be fully equal to the approved samples.

48 **PATENTS**

The Contractor shall pay all royalties and licence fees and save DVC harmless from loss or annoyance on account of suits or claims of any kind, for violation or infringement of any letters patent or patent right by the Contractor or anyone directly or indirectly employed by him or by reason of the use by him or them of any art, machine, manufacture or composition of matter on the works in violation or infringement of such letters or rights.

49 **RUBBISH**

The Contractor for the concerned work shall from time to time remove all rubbish resulting from the execution of the work. Adjacent streets and driveways shall be kept clean and unobstructed at all times. Materials resulting from demobilizing and not suitable in the reconstruction work will become the property of the Corporation on DVC's approval and shall be immediately removed from the site. Upon completion the Contractor shall remove all rubbish, tools, scaffolding and surplus materials and leave the premises clean and fit for use.

50 **EMPLOYEES STATUS**

The contractor or his representative shall present his employees identification to the Engineer.

51 **CO-OPERATIVE WITH DVC'S PERSONNEL**

The Contractor shall Co-operate with DVC's personnel to the fullest extent.

52 **CORRECTION OF VOID AND FINAL PAYMENT**

The Contractor shall promptly remove from the premises all work which in the opinion of the Engineer does not conform to the requirements of the contract documents and shall promptly replace it with acceptable work, all without expense to DVC. The Contractor shall repair all damage caused to his and other work and shall reimburse other contractors for any damage caused to their work, as a result of the removal and replacement of condemned work.

If the Contractor does not remove condemned work within five days after receipt of notice, the Engineer may have the condemned work removed and replaced at the Contractor's expense. If the Contractor does not pay all expenses incident to such removal and replacement, within ten days thereafter, the Engineer shall take action as he deems fit.

As soon as the work is ready for final inspection, the Engineer shall inspect the work and if it fully confirm to the specifications and terms and contract, he shall issue a final completion certificates and certificate of acceptance of work. Before issue of final certificate, the Contractor shall submit satisfactory evidence to the Engineer that all pay rolls, materials bills or other dues in connection with this work have been paid. Contractor Security Deposit will be returned six months after the date of final certificate and acceptance of work.

53 **PREVIOUS EXPERIENCE**

The tenderer shall submit with the tender a list of similar works he has successfully completed in the recent past together with the names of the Owners, location of sites and value of Contracts etc.

54 **GUARANTEES**

If the Contractor feels that any variation in work of quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall state them very clearly in the tender unless such deviation are clearly set forth by the tenderer in his term.

A general guarantee shall be supplied by the Contractor in a form acceptable to DVC covering the remedying at his own cost, of any defects appearing within six months after acceptance of the work.

The Contractor shall remedy any defects in his work due to faulty materials or workmanship or both which shall appear within the time specified above. He shall pay for any damage to other work resulting from his own work, within the time specified.

**55 SERVICES TO BE FURNISHED BY DVC**

- i) Center lines and bench mark for the principal section shall be provided by DVC at no cost to the Contractor for carrying out the works. The Contractor shall make his own arrangement for subsidiary bench marks and center lines.
- ii) Contractor shall arrange at his own cost the supply of electricity for the work and as well as for the residential Colony/Barracks. However should DVC at any stage be in a position to supply electricity both for works and Colony, the same will be given at one or two central points from which distribution shall be arranged by the Contractor at his own cost. Electricity so supplied by DVC shall be charged at the approved rates from the Contractor. Laying of the distribution/service lines for the supply of electricity shall in accordance with Indian Standard Electricity Rules and other statutory regulations.
- iii) Contractor shall arrange water required both for construction / drinking and residential purposes at his own cost.
- iv) Sufficient land at reasonable distance as decided by the Engineer from the project site shall be made available to the Contractor to build approved temporary residential accommodations, labour barracks etc. at no cost. Contractor shall however vacate the land after dismantling and clear all the structures built by them as when directed by the Engineer. Sufficient land at site as decided by the Engineer for storage of materials, construction of temporary office, stores etc. shall be made available to the Contractor at no cost.

**D ADDITIONAL CONDITIONS**

**CONTRACTORS' OBLIGATIONS**

**1 Inspection of site**

The Contractor shall be deemed to have inspected and examined the location of the proposed works and its surrounding and to have satisfied himself before submitting his tender as to the nature of the ground and sub-soil (so far as is practicable) and having taken into account any information in connection therewith which may have been provided by or on behalf of the Corporation the form and nature of the site, the extent and nature of the work, standard contract forms, local conditions affecting the work as labour and materials necessary for completion of the work, the means of communication and access to the site, the accommodation he may require and in general to have obtained for himself all necessary information as to risks contingencies and all other circumstances influencing on affecting his tender and execution of the work before submitting his tender.

**2 General Responsibilities**

The Contractor shall subject to the provisions of the contract construct complete and maintain the permanent and temporary works and provide all labour, materials, construction plant, temporary works, access roads, and transport to and from and in or about the site, compressed air, water supply for all construction work, permanent or temporary and everything whether of a temporary or permanent nature required in and for such construction.

**3 Facilities for other contractors**

The Contractor shall in accordance with the requirement of the Engineer afford all reasonable facilities for any other contractors employed by the Corporation and their workmen and for the workmen of the Corporation and of any other property authorized or statutory bodies who may be employed in the execution on or near the site of any work. The roads access and site drainage constructed and maintained by the Contractor shall be used by other contractors and their workmen and others mentioned above.

**4 Work to be to satisfaction of Engineer**

The Contractor shall construct complete and maintain the works in strict accordance with the Agreement to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instruction and directions on any matter. The Contractor shall take instructions and directions only from the Engineer or from Engineer's Representatives. The whole of the materials plant and labour to be provide by the Contractor and mode manner and speed of construction and maintenance of the works are to be of a kind and conducted in a manner approved by the Engineer.

**5 Responsibility unaffected by approval**

Approval by the Engineer of the Contractor's programme and proposed method of execution shall not relieve the Contractor of any of his duties of responsibilities under the contract. The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof.

**6 Contractor's Superintendence**

The Contractor shall give or provide all necessary superintendence during execution running and maintenance of all temporary and permanent works and as long thereafter as the Engineer may consider necessary. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required hazards like to be encountered and methods preventing accidents) as may be requisite for satisfactory completion or the works. The Contractor or a competent and authorized representative approved of by the Engineer which approval may at any time be withdrawn is to be constantly on the works and shall give his whole time to the superintendence of the same. The authorized representative shall be in full charge of the works responsible for the safety of all operations of the works and

shall receive on behalf of the contractor directions and instructions from the Engineer or the Engineer's Representatives. The Engineer shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works.

7 **Vesting of plant**

All plant goods and materials owned by the Contractor or by any company in which the contractor has a controlling interest shall when on the site be deemed to be property of the Corporation. No separate payment will be made to the Contractor on this account. The Contractor shall not take any plant or material out of the site without the permission of the Engineer in writing.

8 **Quantities**

The Contractor should note and accept that quantities set out in the schedule of works are the estimated approximate quantities of the work but they are not to be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the agreement. Any error in description in the schedule of rates or omission thereof shall not vitiate the contract for release the Contractor from the execution of the whole or any part of the work according to drawing and specification. In the event of any errors, omissions in the description & schedule of works, the same shall be decided as per quantity and .rate as quoted by the Contractor in the schedule of works.

9 **Sufficiency of tender**

The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the rates and prices stated by him in the schedule of works which shall (except in so far as it is otherwise provided in the contract) cover all his obligations under the agreement.

10 **Law and Regulations**

The Contractor shall familiarize himself with and be governed by all rules or laws of India and local statutes and regulations applicable to his work.

11 **Medical Care**

The Contractor shall furnish and maintain an emergency treatment to his employees can be given by a competent and qualified medical attendant who shall be employed and paid by the contractor and shall be available within the construction area at all times. For further treatment, in cases when deemed necessary, the contractor can get the services of DVC's Hospital at DVC's prescribed charges. All these shall be made available free to his employees by the contractor, the charges being borne by him.

12 **Medical Supervision**

The medical supervision of the contractor over his employees shall include anti malarial measures, vaccination against small pox, inoculation against typhoid fever and other disease. Employees suffering from contagious diseases shall be removed, as and when directed, to an approved permanent Hospital. If any case of contagious disease is observed amongst the employees it shall at once be reported to the Engineer.

13 **Camp**

The building of hutments or other structures for housing the men will be permitted only at such place as the Engineer shall approve and proper sanitary conditions of the area around such sanity or other structures must at all times be maintained in a manner approved by the Engineer. The contractor shall neither permit nor suffer introduction or use of spirituous liquors upon or about the works covered by this contract.

14 **Sanitary Conveniences**

Necessary sanitary conveniences for the use of labourers on the work, properly included from public observation, shall be constructed and maintained by the contractor in such a manner and at such points as shall be approved by the Engineer and their use by the workers shall be strictly enforced effectively preventing the workers from committing nuisance in the area.

## **CONDITIONS OF CONTRACT**

### **Definition**

- a) The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the Corporation and the Contractor/tenderer together with the documents referred to therein, including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- b) In the contract the following expressions shall unless the context otherwise requires to have the meanings hereby respectively assigned to them.
- c) The expression "Works" or "Work" shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- d) The 'Site' shall mean the land and/or other places or into or through which work is to be executed under the, contract or an adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which any be allotted or used for the purpose of carrying out the contract.

- e) The 'Contractor' or 'Tenderer' shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company or the legal levies/successors of such firm or company and the permitted assignees of such individual or firm or company.
- f) DVC/Corporation means the Damodar Valley Corporation, formed under DVC Act. No XIV-1948 having its Head Office, DVC Towers, VIP Road, Kolkata-700 054.
- g) The 'Engineer-in-charge' means the Divisional Engineer/Executive Engineer/Sr. Divisional Engineers as the case may be who shall supervise and be in-charge of the work.
- h) Works imparting the singular number include the plural number and Vice versa.
- i) Supervising Engineer (Construction) means Superintending Engineer and above.

**Compensation  
for delay**

**Clause – 1** The person (s) whose tender may be accepted (hereinafter called the contractor/tenderer) shall permit the Corporation at the time of making any payment to him for work done and measured under the contract to deduct such sum at the rate of 10% of the gross value of the work done in each running bill as along with the amount of Earnest Money, if any, already deposited by the contractor. All compensation or other sums of money payable by the contractor to Corporation under the terms of his contract may be deducted from, or paid by the sale of a sufficient or whole of the security deposit, or from the interest arising there from or from any sums which maybe due or may become due to the contractor by Corporation on any account whatsoever, under the contract or otherwise and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or bank draft in favor of as stated in tender notice as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

**Clause – 2 (May be read as Deleted) – Substituted by Clause No.: 22**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor and shall be reckoned from the 10<sup>th</sup> day after the date on which the written order to commence the work is issued to the contractor or from actual date of commencement specified in the Work Order whichever later. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintendent Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender, for every day that the work remains un-commenced or unfinished after the proper date.

And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds, one month (save for special jobs) to complete one-eighth of the whole work before one-fom1h of the whole time allowed under. the contract has elapsed three-eighth of the work, before one half of such time has elapsed and three-fourths of the work, before three-fourths of such time has elapsed, However for special has jobs if a time schedule has been submitted by the Contractor, and the same has been accepted by Engineer-in-charge, the contractor shall comply with the said time schedule, In the event of the Contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as Superintending Engineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the reasonable progress of work remains to be achieved. Provided always that the entire amount of compensation to be paid under the provisions of this Clause shall not exceed ten percent of the estimated cost of the work as shown in the tender.

The work should not be considered finished until such date as the Divisional Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Divisional

Engineer or his authorized representatives are fully complied with by Contractor to the Divisional Engineer's satisfaction.

**Clause – 3 (May be read as Deleted) – Substituted by Clause No.: 22**

The Engineer-in-charge may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine/rescind the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the Engineer-in-charge (which shall be final and binding) either he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by the date.
- ii) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the Contractor commits breach of any of the terms and conditions of this Contract.
- iv) If the Contractor commits any acts mentioned in Clause-19 hereof.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Corporation shall have powers

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Contractor by the hand of the Engineering-in-charge shall be conclusive evidence). Upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of Corporation. **Action when Whole Security Deposit is forfeited**
- b) To employ labour paid by the Corporation and to supply materials to carry out the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respect in the same manner and at the same rates as is it had been carried out by the Contractor under the terms of his contract. The certificate of the Divisional Engineer as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the dept. are less than the amount payable to the Contractor at his agreement rates, the difference should not be paid to the Contractor.
- c) After giving notice to the Contractor to measure the work of the Contractor and to take such part thereof as shall be unexecuted out of his hand and to give it to another Contractor to complete, in which case, any and or all the expenses and or loss which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and shall be deducted from any money due to him by Corporation under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.
- d) To determine or rescind contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-charge shall be conclusive evidence). Upon

determination or rescission of the contract the Security Deposit in hand of the to be recovered for the work done) shall be liable to be forfeited and the contractor shall not be allowed to do any work of the Corporation for a period of five years after the date on which the contract has been rescinded/terminated.

In the event of anyone or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim for compensation for any loss and injury sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under The provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

**Clause – 4**

In any case in which any of the powers conferred upon the Engineer-in-charge by Clause-3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the preceding Clause he may, if he so desires after giving notice in writing to the Contractor take possession of (or at the sole discretion of the Engineer-in-charge which shall be final) use as on hire (the amount of the hire money being also in the determination of the Engineer-in-charge which shall be final) all or any tools, plant materials and stores, in or upon the works or the site thereof, belonging to the Contractor or procured by the Contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable at current market rate to be certified by the Engineer-in-charge by notice in writing may order the Contractor or his authorized agent of the works, foreman or other authorized agent to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and at his risk in all respect and certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

***Contractor to remain liable to pay compensation if action not taken under Clause-3.***

***Power to take possession of or require removal of or sell Contractor's plant***

**Clause – 5**

If the Contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to Divisional Engineer within 30 days of the date of hindrance on account of which he desire such extension as aforesaid, and the Divisional Engineer shall, if in his opinion (which shall be final and binding) reasonable ground be

***Extension of time***

shown thereof, authorize such extension of time, if any, as may in his opinion, be necessary or proper.

**Clause – 6**

On the completion of the work, the Contractor shall be furnished with a certificate by the Divisional Engineer (hereinafter called the Engineer-in-Charge) of completion but no such certificate be given, nor shall the work be considered to be complete until the Contractor shall have removed from the area of the premises (to be distinctly marked by the Divisional Engineer in the site plan) on which the work shall be executed all scaffolding surplus material and rubbish and cleaned of the dirt from all wood work doors, windows, walls, floors or other part of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof not until the work shall have been measured by the officer of the Corporation in accordance with the rules of the department whose measurement shall be binding and conclusive against the Contractor. If the Contractor fails and/or neglects to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expenses of the Contractor removed such scaffolding, surplus material and rubbish and dispose of the same as he things fit and clean of such dirt, etc. as aforesaid, and the Contractor shall forthwith pay the amount of expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except, for any sum actually realized by the sale thereof.

***Final Certificate***

**Clause – 7**

A bill in the printed form shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous months and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as meted monthly. As aforesaid, the Engineer-in-charge or his subordinate shall measure the said work in the presence of the Contractor whose countersignature to the measurement list will be sufficient warranty and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the Contractor in all respect.

***Payment of  
intermediate  
certificate to be  
regarded as advance  
and bill to be  
submitted monthly***

All such intermediate payments to the Contractor shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of due performance of the contract, or any part thereof, in any respect or the actual of any claim nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under those conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in any other way vary or affect the contract.

Provided further that if the value of work done exceeds the tendered amount, security deposit shall also be deducted from payments to be made to the Contractor at 10% on such excess.

**Clause – 8**



Final bill of the work shall be submitted by the Contractor in accordance with the rules of the department within one month from the date of completion of the work in all respect.

Payment shall be made within 3 months if the amount of the contract plus that of additional items is upto Rs. 5.00 (Five) lakhs and 6 months if the same exceeds Rs. 5.00 (Five) lakhs on the submission of such bill.

If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of 3 month or 6 months as the case may be. The Contractor shall submit a list of the disputed items with 30 days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

**Clause - 9 (i)**

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-charge under the conditions of this contract such materials and stores and the prices to be charged thereof as hereinafter mentioned being so as far as practicable for the convenience of the Contractor but not so as any way to control the meaning or, effect of this contract as specified in the schedule (or memorandum hereto annexed), the Contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due, or thereafter become due to Contractor under the contract or otherwise or against or from the security deposit or the proceeds of sale thereof, if same is held in Govt. securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the Contractor shall remain the absolute property of Corporation and shall not on any account be removed from the site of the work and shall at all time be opened to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store at the prevailing market rate or at the issue rate whichever is less if by a notice in writing, under his hand he shall so require, but the Contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him aforesaid being unused by him or for any wastage in or damage to any such materials.

**Clause - 9 (ii)**

The deduction from the running bill for materials supplied by the department shall not be in any case less than the actual consumption.

**Clause - 9 (iii)**

After the completion of work, the theoretical quantity of cement to be used in the work shall be calculated on the basis of statements showing quantity of cement to be used in different items of work provided in DVC Schedule of Analysis of Rate, In case any item is executed for which standard Analysis of the consumption of cement are not available in the above mentioned schedule of analysis of rates or cannot be derived either from the statement, or from the analysis of rates as per BIS norms the same shall be calculated on the basis of formulae to be laid down by the Superintending Engineer of the circle concerned. Over this theoretical quantity of cement, shall be allowed a variation upto 3% plus/ minus for works estimated cost of which put to tender does not exceed Rs. 5.00 lakhs and upto 2% plus/minus for works the estimated cost of each as put to tender is more than Rs, 5.00 lakhs. The difference in the quantity of cement actually issued to the Contractor and the theoretical quantity, including authorized variation, if not, returned by the Contractor shall be recovered at twice the issue rates, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as hereinbefore provided (allowing variation on the minus side as stipulated above), the cost of quantity of cement not so used shall be recovered from the Contractor on the basis of stipulated issue rate and carriage to site.

**Clause - 9 (iv)**

Provision of foregoing sub clause shall apply mutatis mutandis in the case steel reinforcement or structural steel section (each diameter section or categories shall be considered separately) except that the

theoretical quantity of steel shall be taken as quantity as per design or as authorized by Engineer-in-charge, including authorized variation, plus 3% wastage due to cutting in pieces. Over this theoretical quantity 2% plus/minus shall be allowed as variation due to wastage being more or less.

**Clause - 10**

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect strictly in accordance with the specification. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instruction in writing relating to the work signed by the Engineer-in-charge and logged and in 'his office and to which the Contractor shall be entitled to have access at such office, for the purpose of inspection during office hours and the Contractor shall, if he so required, be entitled at his own expense to make or cause to be made copies of the specification and of all such design, drawing and instruction as aforesaid. Works to be executed in accordance with specification, drawings, orders etc.

**Clause - 10 (a)**

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 take the whole of such excess quantity of work out of the hand of the Contractor and allot it to other agency and/or execute it departmentally and/or get it done by the Contractor at such revised rates as may be agreed upon, provided nevertheless that if the Corporation does not exercise the power hereinbefore reserved, the Contractor shall be bound to do all the excess work, irrespective of its magnitude at the rates initially tendered by him.

**Clause – 11**

<i>Alteration in specification and designs</i>	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 alternation 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. And if the altered, additional or substituted work includes any class of work for which no rates is specified in this contract then such class of works shall be carried out at the rates entered in the schedule of Rates of 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 and 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 or materials and labour provided in 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.
<i>Do not invalidate contracts</i>	
<i>Extension of time in consequence of alteration</i>	
<i>Rates for work not in estimate</i>	

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 and in case of rates worked out on analysis under (b) above, no contractual percentage will be applicable.

In the event of a dispute, the decision of the Supervising Engineer (Construction) 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 15<sup>th</sup> 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.

***No Compensation for alteration in or restriction of work to be carried out***

**Clause – 12 (a)**

If at any time after the commencement of the work the superintending Engineer shall for any reason whatsoever not require the whole 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 who shall have no claim to any payment and of compensation whatsoever on be 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 be 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.

**Clause – 12 (b)**

The Contractor shall not be entitled to claim any compensation for loss suffered by him on account of failure or delay by or on behalf of Corporation in the supply of materials or store which the Corporation may have undertaken to supply, where such failure is due to :-

- (1) Natural Calamities
- (2) Act of enemies
- (3) Transport & Procurement Difficulties or
- (4) Circumstances beyond the control of Corporation.

For this purpose force major and VIS major shall come in operation.

In case of such failure or delay in the supply of materials or store, on an application by the Contractor within 30 days from the date of such failure or delay, such extension of time shall be granted to the Contractor for completion of the work as shall appear to the Engineer-in-charge to be reasonable, in accordance with the circumstances of the case. The decision of the Engineer-in-charge as to the extension of time shall be accepted as final by the Contractor.

**Clause – 12 (c)**

In the event of death of the Contractor (being sole proprietor) while the work is in progress, if his legal successor fails to turn up within 60 days from the date of expiry to carry out the balance work, the Engineer-in-charge shall have the power to terminate the contract after taking approval of the authority who accepted the tender without any loss either to the Contractor or to the Corporation.

**Clause – 13**

If it shall appear to the Engineer-in-charge or his Subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the .execution of the work are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the Contractor shall on the some new demand in writing from the Engineer-in-charge specifying the work materials or articles complained of

***Action and compensation payable in each of bad work***

notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute this work or remove and replace with others, the materials or articles complained of, as the case may be at the risk and expenses in all respect of the contractor.

**Clause -14**

***Work to be open to inspection Contractor or responsible agent to be present***

All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-charge and his subordinate and the contractor shall at all times during the usual action, working hours and at all other times at which reasonable notice of the intension of the Engineer-in-charge or his subordinate shall have been given to the contractor, either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

**Clause – 15**

The contractor shall give not less than five days notice in writing to the Engineer-in-charge or subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work if any work shall be covered up or place beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractors expense or in default, thereof no payment or allowance shall be made for such work of the materials with which the was executed.

***Notice to be given before work is covered up***

***Contractor liable for damage done and for imperfection***

**Clause – 16**

If the Contractor or his working people or servant breaks and/or deface and/or injure and/or destroy any man and/or material and or any part of the building in which they may be working or any building, road, curb, fence, enclosure, water pipe, cables, drains electric or telephone poles or wires, trees, grass or grass land or cultivated ground continuous to the premises on which they are working or any part is being executed or if any damage shall happen to the work while in progress from any cause whatsoever or any defect, imperfection or other faults appear in the work within 6 (Six) months (3 months in case of work costing Rs. 100000.00 or below) after the certificate final or otherwise, of its completion (except in case of asphaltic road work and water proofing with tarfelts) shall have been given by the Engineer-in-charge as aforesaid arising out of defects in proper materials or workmanship, the

Contractor shall upon a receipt of notice in writing on that behalf make the same good at his own expenses, or in default, Engineer-in-charge may cause the same to be made good by other workmen and deduct the expenses from any sums that may be then or at any time thereafter may become due to the Contractor or from Security deposit, or the proceeds of sales thereof or of a sufficient portion thereof and the Contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge for any injury to any person and/or property of the Corporation which will include theft and/or misappropriation. The Contractor and/or his man shall be liable for both civil and criminal prosecution.

The completion certificate shall be furnished by the Engineer-in-charge immediately after completion of the work. Otherwise date of completion as recorded in the Measurement Book shall be taken as the date of completion for the purpose and refund of Security Deposit. Assistant Engineer, if he is present at the site of work on the date of completion or in his absence, Jr. Engineer/Engineering Assistant concerned should record the certificate in the Measurement Book, of physical completion of the work on the date the work is completed.

The period of maintenance as prescribed in his clause of the contract will be counted from the date of physical completion as recorded in the certificate mentioned above, provided measurements are found to be correct and quality upto satisfaction. The security deposit of the contract shall be refunded by the Engineer-in-charge after this prescribed maintenance period or after the final bill has been prepared and passed for payment, whichever is later. Where however there is delay (3 months in case of works upto rupees five lakhs and 6 months for works valued exceeding rupees five lakhs) in payment of final bill the superintending Engineer shall make an assessment of the likely recoveries against the Contractor and release half of the security deposit, if possible, unless he had reason to withhold the security deposit of the Contractor. The reasons should be recorded by him in writing.

The contractor should complete the following formalities before the refund of the security deposit.

- a) Acceptance of the final measurement recorded by Departmental Officer.
- b) Apply for extension of time as and when required immediately.  
Rectification of the defects pointed out by the Departmental Officer.
- c) Completion of work in all respect, including clearing of sites, return of surplus material issued by the department immediately on completion of work as and when it comes to light.

In case of asphaltic road work if in the opinion of the Engineer-in-charge half of the security deposit is sufficient to meet all the liabilities of the contractor in this contract half of the security deposit will be refunded after 6 months and remaining half after one year of the said certificate of completion or till the final bill has been prepared and passed whichever is later. The contractor shall be responsible for rectifying defects in asphaltic works noticed within a year from the date of completion of the work.

#### **Clause – 17**

The contractor shall supply at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the Engineer-in-Charge's stores) plant, tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall

***Contractor to  
supply plant,  
ladders,  
scaffolding etc.***

also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighting and assisting in the measurement or examination at any time for and time to time of the work or materials. Failing his so doing the Same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof, The contractor shall also provide all accessory fencing and lights required to protect he public from accident, and shall be bound to bear the expenses of defence or every suit, action or other proceeding at law/that may be brought by any person for injury sustained owing or neglect of the above precaution and to pay any damage and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim be any such person.

***And is liable for damages arisen from non-provision of lights, fencing etc.***

**Clause - 17 (a)**

In carrying materials over District Board and Union board roads the contractor should note the permissible on such road and arrange his transport accordingly, He may have to bear the cost of repairs to these roads, including repairs to bridge as assessed by the District Board or the Union Board authorities, if vehicles are used in breach of their rules.

**Clause – 17 (b)**

The Contractor shall at his own expense provided or arrange for the provision of footwear for any labour doing cement mixing work or work involving the use of tar, mortar etc, which the Contractor has undertaken to execute under this contract, to the satisfaction of the Executive Engineer, on his failure to do so the Corporation shall be entitled to provide the same and recover the cost thereof from the Contractor.

**Clause – 17 (c)**

Whenever a vacancy occurs in the staff employed by the Contractor including workers and labourers whether skilled, semi-skilled or unskilled he shall promptly notify the same to the Employment Exchange concerned.

**Clause – 17 (d)**

At places where 50 or more women workers are employed, a Contractor shall at his own expense make provision for crèches in accordance with rule 12 of the CPWD Model Rules enclosed as Annexure 'A' to this agreement.

**Clause – 17 (e)**

The Contractor shall be required to provide separate latrines and urinals for women workers in accordance with rules 6-10 of the CPWD Model Rules enclosed as Annexure 'B' to this Agreement.

**Clause – 18**

No female labour shall be employed within the limits of a cantonment.

**Clause – 18 (a)**

The Contractor shall not employ for purpose of this contract any person who is below the age of eighteen years, and shall pay to each labourer for the work done by such labourer, wages not less that the wages to be paid under minimum wage act.

**Clause – 18 (b)**

The Engineer-in-charge shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labour for the work done by such labour is less than the wages be paid under relevant minimum wage act.

**Clause – 18 (c)**

The Engineer-in-charge of the work shall have the right to decide whether any labour employed by the Contractor is below the age of eighteen years and to refuse to allow labourer whom he decides to be below the age of eighteen years, to be employed by the contract.

**Clause – 18 (d)**

The agreement shall make regular and amount payment to wages to the labourers engaged on the work and in no case the payment shall be delayed more than 7 days following the period for which wages is due. If it is proved that workers are not being paid regularly, the Contract is liable to rescinded.

**Clause – 18 (e)**

If the Divisional Engineer is satisfied that any labourer has not been paid wages within the time specified above, the Divisional Engineer shall be entitled to pay him the wages due and deduct the same out of the money due or payable to the Contractor, after making necessary enquiries in the matter.

**Clause – 18 (f)**

The Contractor shall strictly comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employee's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 and the Contractor Labour (Regulation and abolition) Act 1970 or the modifications thereof or any from time to time.

The Contractor shall indemnify the Corporation against payment to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub Contractor.

The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

**Clause – 18 (g) (i)**

After award of the work, the Contractor be asked to intimate details i.e., Name, Qualification and Address of the Qualified Engineer/Technical Staff/Diploma holder required to be employed by him and to ensure that the technical person is actually available to the site to note down the instruction of the Engineer-in-charge whenever required. The Engineer/Technical persons, such employed by the Contractor, should also invariably be present during different stages of execution of work to be clearly specified by Executive Engineer/Sr. Divisional Engineer in his letter to the Contractor. The Engineer/Technical Staff shall be also associated with the measurement of important items of work.

**Clause – 18 (g) (ii)**

It is not necessary for a Contractor (or partner in case of a Firm/company) who is himself an Engineer/Diploma holder to employ another Engineer/Diploma holder for supervision of the work, so long as the Contractor/Partner does work similar to what would have been done by an Employed Engineer/Diploma holder.

**Clause – 18 (g) (iii)**

It is also essential that a Certificate regarding Employment of such technical Staff (as mentioned in Clause – 1 & 2 above) satisfactorily by the Contractor, who has looked after the work during its execution should be clearly recorded in the Measurement Book as well as in each Running Account and final bill by the Assistant Engineer. Divisional Engineer/Superintending Engineer should also verify the fact of this Employment during their visit of work sites whenever required.

The respective Accounts Office in the absence of any such certificate shall take necessary action against the Contractor as per the Clause stated above at the time of making payment.

**Clause – 19**

The Contract shall not be assigned or sublet without the written approval of the Divisional Engineer. And if the Contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do or if any bribe, gratuity gift, loan perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the Contractor or any of his servants or agents to any public officer or persons in the employee of Corporation in any way relating to its office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Engineer may thereupon by notice in writing rescind the contract, and the security deposit of the Contractor thereupon stand forfeited and be absolutely at the disposal of Corporation and the same consequences shall ensue as if the contract had been rescinded under Clause 3 thereof and in addition the Contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

***Contract maybe rescinded and Security Deposit forfeited for subletting bribing or if contractor becomes insolvent***

***Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss***

**Clause - 20**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**Clause - 20 (a)**

In every case in which by virtue of the provision of sub-section (I) of section 12 of the Workmen Compensation Act 1923, The Corporation is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Corporation will recovered from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Corporation under sub-section (i) of 12 of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any some due by the Corporation to the Contractor whether under this contract or otherwise. The Corporation shall, not be bound to contest any claim made against it under section 12, subsection (i) of the said Act, except on the written request of the Contractor and upon his giving to the Corporation full security for all costs for which the Corporation might become liable in consequence of contesting such claim.

**Clause - 21**

In the case of tender by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer-in-charge for his information.

***Changes in constitution of Firm***

In case of failure to notify the change in the constitution within 15 days, the Engineer-in-charge may by notice in writing rescind the contract, and the security deposit of the Contractor shall thereupon stands forfeited and be absolutely at the disposal of the Corporation and the same consequences shall ensure as if the contract had been rescinded under Clause-3 thereof, and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the Contract.

**Clause – 22 - Liquidated Damage for Delay in Delivery/Work**

22.1 The time remains the essence of any contract/purchase order awarded by DVC and all works/supply under a Purchase Order/all deliverables under a work order needs to be completed within the stipulated time schedule. Therefore, the provision has been kept in the contract that in case of delay in work completion/delivery, for the reasons attributable to the Contractor/Vendor, Owner reserves



the right to recover from the Contractor/Vendor, a sum equivalent to 0.5% of the value of the delayed works / materials / equipment / spares 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/supply/services extend beyond the contractual completion schedule/delivery period 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.

22.2 Alternatively, DVC reserves the right to get the work done / purchase the materials / spares / equipment from elsewhere at the sole risk and at the cost of the Contractor / Vendor and recover all such extra cost incurred by the DVC in executing work / procuring the materials by the above procedure.

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

22.4 In the event recourse to provisions 22.2 & 22.3 above, DVC will have the right to re-tender the work / re-purchase the stores to meet urgency in requirement caused by Contractor / Vendor failure to comply with the schedule completion of work / delivery irrespective of the fact whether the works / materials / equipments are similar or not. The mode of fixing the LD will be guided by Clause No. XII (Liquidated damage) of the Works & Procurement Manual, 2016.

**Clause - 23 (a)**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of specification, designs, drawings and instructions hereinbefore mentioned and as to the quality workmanship or materials used on the work, or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimate, instruction order or these condition or otherwise concerning. The work or the execution or the failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person appointed by the Corporation who may not be departmental officer. Such appointment shall not be objected to the ground that the arbitrator so appointed is Corporation servant, or that he had to deal with matters to which this agreement relates and in the course of his duties as such Corporation servant, or that he had to deal with the matters to which this agreement relates and in the course of his duty as such Corporation servant, he had expressed views on all or any of the matter in disputes of difference. The award of the arbitrator so appointed shall be final, conclusive and binding on all party to the contract.

**Clause - 23 (b)**

The above mentioned arbitration clause is however not applicable for works tendered value of which does not exceed Rs. 25.00 (Twenty Five) lakhs, all question/disputes in such case of so arises, maybe referred to the Chief Engineer (Civil) whose decision in the matter shall be final and binding to both the parties.

**Clause - 24**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under the contracts for such items or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final conclusive against the Contractor with regard to any sum or sums payable to him under the provision of this clause.

***Lump sum in Estimates***

**Clause - 25**

In case of any item of works for which there is no such DVC Specification or DVC Specification is not clear in the matter such work should be carried out in accordance with relevant code of BIS and instruction and requirement of the Engineer-in-charge.

***Action where no specification***

**Clause - 26**

The expression 'Works' for 'Work' where used in this condition shall, unless there be something either in the subject or context repugnant to such construction be constructed and taken to mean the works by or by virtue of the construct to be executed, whether temporary or permanent and whether original altered substituted or additional.

***Defection of Work***

**Clause – 27**

All works are to be carried out as per DVC specification which can be had from the office of the Divisional Engineer in case, there in no DVC specification or there is ambiguity in DVC specification. BIS specification should be followed for such works.

**Clause - 28**

Mode of measurement shall be as per relevant BIS code.

**Clause - 29**

Canvassing in connection with the tender is strictly prohibited and tender submitted by any tenderer who resort to canvassing will be rejected.

**Clause - 30**

The Engineer-in-charge of the work reserves the right to pay at a reduced rate if the work is not satisfactory or is not up to the specification.

**Clause - 31**

The tenderers are bound by the terms and condition as mentioned in the tender form and must abide by them in all circumstances.

**Clause - 32**

The Contractor must be a licensed Contractor and shall attach satisfactory proof of income tax clearance certificate, Sales Tax Clearance Certificate etc. along with the tender.

**Clause - 33**

In case work order is given starting date of commencement before execution of agreement, no payment will be made for the work done without execution of agreement.

**Clause – 34**

After completion of the work, the theoretical quantity of bitumen to be used on works shall be calculated on the basis of DVC analysis of scheduled of rates showing quantities of bitumen to be used in different items of work. Over the said theoretical quantity of bitumen a variation up to plus (Excess) 2 & ½% shall be allowed. The agreement which provide for free supply of bitumen the value or price of the difference in the quantity of bitumen actually issued to the Contractor and the theoretical quantity, including the above mentioned authorized variation if not returned by the Contractor shall be recovered at twice the issue rate without prejudice to the relevant conditions in the agreements regarding return of materials. In the event of its being discovered that the quantity of bitumen used by the Contractor is less than the quantity calculated in the manner aforesaid, there shall be no recovery for less use of bitumen.

The agreement which provides for supply of bitumen at fixed rate the value or price of the difference in the quantity of bitumen actually issued to the Contractor and the theoretical quantity including the above mentioned authorized variation, if not returned by the Contractor, shall be recovered at twice the issue rate of bitumen without prejudice to the relevant conditions in the agreement regarding return of materials governing the contract.

In the event of it being discovered that the quantity of bitumen used by the Contractor is less than the quantity calculated in the manner aforesaid (no variation on the lower side shall be allowed), the cost of quantity of bitumen not so used shall be recovered from the Contractor on the basis of stipulated issue rate plus carriage thereof upto site.

**Clause - 35**

The Contractor who has to engage unskilled labour in execution of their job/labour supply contracts should obtain such workers from the local people available.

**Clause - 36**

Contractor shall duly fill up and sign the no relation certificate attached to the tender form.

**Clause - 37**

All taxes, ferry charges, tools, query fees, loyalties, octrai duties, rent and so on payable in respect of buildings, sheds etc. and in respect of materials supplied/owned by the Contractors other than those supplies made over to the Contractor by the Corporation shall be paid by the Contractor and shall not be chargeable in whole or in part to the Corporation.

**Clause - 38**

The value of any material which cannot be satisfactorily accounted for, shall be recovered from the Contractor's bills or other dues at double the issue rate (where such a rate is specified) and where the issue rate is not specified, at 100% excess of the stock issue rate or the market rate (whichever is higher). The quantities of the materials for which such value are to be recovered as well as the rates of such recovery shall be decided by the Engineer-in-charge.

Any materials against the under mentioned category (A) which may be surplus on completion or work may be taken back by DVC at sole discretion of the concerned SDE/EE provided the materials are useable and non perishable nature and has not been damaged in any way. Surplus materials under category (B) shall be returned to the Engineer-in-charge in good condition.

**Category of materials**

- A. Materials for which value is to be recovered from the Contractor.
- B. Materials which are issued direct to work (in respect of items, the rates of which do not include the cost of those materials)

**Clause - 39**

The Contractor is liable to cancellation if either the Contractor himself or any of his employees is found to be an Engineer or other Officer of the Engineering Departments of Damodar Valley Corporation who has undertaken the contract or the employment as the case may within two years from the date of his retirement or released from the services or the Corporation without a prior permission of the Corporation.

**Clause - 40**

The plants and machinery required to be work will be, issued to the Contractor on hire on condition given, plants and machinery when supplied shall be made over and taken back at the Departmental store and the Contractor shall bear the cost of their carriage from the Central Stores to site of the work and back.

The Contractor shall be responsible to return the plants and machineries in the condition in which it was handed over to him and he shall be responsible for all damages caused to the said plant and machinery at the; site of work or elsewhere in operation or otherwise during transit including damages to or loss of plants and for all losses due to his failure to return the same soon after the completion of work for which it was issued, the Divisional Engineer shall be the sole judge to determine the liability of the Contractor and its extent in this regard and his decision shall be final and binding on the Contractor.

**Clause - 41 (i)**

In case of water proofing treatment works with bituminous tarfelt, the tarfelt to be supplied by the Contractor for work confirm to the relevant BIS code and shall bear ISS certification mark and must be got approved by the Engineer-in-charge before using the same in the work.

**Clause - 41 (ii)**

The minimum guarantee period for the work shall be 5 (Five) years, in case of RCC flat roofs and slopped roofs after the date of completion of the work.

**Clause - 41 (iii)**

During the guarantee period, the Contractor shall be responsible to rectify and make good any damage to the work resulting in leakage at their/his own cost.

**Clause - 41 (iv)**

The full security deposit of the Contractor shall be at the disposal of the Corporation after twelve months of the date completion of the work, after which the security deposit may be refunded subject to the condition that

- a) The Contractor furnished Bank Guarantee in approved format of DVC for an amount equal to full security deposit and for a period covering the guarantee period
- b) The Contractor has rectified all the damages, if any, caused during the period prior to furnishing the Bank Guarantee at their/own cost and for which no deduction has made from the security deposit.
- c) The Contractor shall furnish a performance guarantee for the satisfactory performance of the work.

**Clause - 41 (v)**

If the Contractor fail/fails to rectify and make good any such leakage or damage found during the guarantee period, within the specified date as may be intimated by the Engineer-in-charge, the Corporation reserves the right to get the leakage or the damage rectify departmentally or by any agency at the cost of the Contractor who did the original work and that if the security deposit/amount for which the Bank Guarantee is furnished by the Contractor is found insufficient to meet the expenses incurred by the Corporation for the aforesaid purpose, the Contractor shall be liable to pay the outstanding balance. The terms and conditions of the agreement have been read/explained to me/us and I/We certify that I/We clearly understand them.

**Signature of Contractor**

Schedule showing (approx.) materials to be supplied subjected to availability, the rates at which they are to be charged for and the places at which they are to be supplied.

Particulars	Rates at which materials will be charged to the Contractor	Place of Delivery

*Note: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.*

**(Signature of Engineer-in-Charge)**

**(Signature of Contractor)**

**Undertaking by the Contractor in case of Water Proofing Work by Bituminous Tarfelt**

“I/We hereby give unconditional undertaking that the expenses, if any incurred by the Corporation for failure on my/our part to rectify the leakages or damages or any other defects, exceed the amount of security deposit or the amount covered by the Bank Guarantee. I/We shall be personally liable to pay to the Corporation such amount of the cost as will remain due after meeting the expenses either from the security deposit or from the amount guaranteed by the Bank.”

**Signature of the Contractor**

**NO RELATION CERTIFICATE**

*Certificate that I/We have no relative posted in Account/Finance Department in any capacity between grades of Divisional Accountant and Addl. Chief Accounts officer/Dy. Chief Financial Advisor (both inclusive) or as an Engineer in the capacity between the grades of Dy. Engineer and junior (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 near relatives to any Junior Engineer/Divisional Accountant or office in DVC.*

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

**Signature of the Contractor**

## ANNEXURE 'a'

### Re: Crèches for children of women workers.

At every work place, at which 50 or more women workers are ordinarily employed, they shall be provided with two huts for the use of children under the age of 6 years belonging to such women. One hut shall be used for infants' games and play and the other as their bedroom. The huts shall not be constructed on a lower standard than the following:-

1. Thatched roof
2. Mud floors and walls
3. Planks spread over the mud floors covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweeper to keep the places clean. There shall be two dias in attendance. Sanitary utensils shall be provided to the satisfaction of the health officer of the area concerned. The use of hut shall be restricted to children, their attendants and mothers of the children.

The size of Crèche or Crèches shall vary according to the number of women workers. The crèche or crèches shall be properly maintained and necessary equipment like toys, etc, shall be provided.

## ANNEXURE 'b'

### Re : Separate Latrines & Urinals for Women Workers-Scale of accommodation in latrines & urinals

There shall be provided within the precinct of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each of them, shall not be less than the following scale:-

1. Where the number of persons does not exceed 50 - 2 seats.
2. Where the number of persons exceeds 50 but does not exceed 100 - 3 seats.
3. For every additional 100 - 3 per 100. In particular cases the Executive Engineering shall have the power to vary the scale where necessary.

#### **Latrines and Urinal for women**

If women are employed, separate latrines and urinals screened for those for men and marked in the vernacular in conspicuous letter "For Women Only" shall be provided on the scale laid above. Those for men shall be similarly marked 'For Men Only'. A poster showing the figure of man and women shall also be exhibited at the entrances of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.

#### **Latrines and Urinals**

Except in workplaces provided with water flushes latrines connected with a water borne sewage system, all latrines shall be provided with receptacles on dry earth systems which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition the receptacles shall be tarred inside and outside at least once a year.

#### **Construction of Latrines**

The inside shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose kept available for inspection.

#### **Disposal of excreta**

Unless otherwise arranged for by the local sanitary authority arrangement for proper disposal of excretory by incineration at the work place shall be made by means of suitable incinerator approved by the Assistant Director of Public Health or the Municipal Medical Officer of Health, as the case -may be in whose jurisdiction the workplace is situated. Alternatively excrete may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 6" layer of waste or refuse and then covering it up with a layer earth for a fortnight (when it will turn into manure)

## Annexure- 'c'

### 1. APPLICATION

The code rules and regulations mentioned below shall apply to all building and construction works in charge of DVC.

### 2. DEFINITION

1. "Workplace" means a place at which, at an average fifty or more workers are employed in connection with construction work.
2. Large workplace means a place at which at any average 500 or more workers are employed in connection with construction work.

### 3. SAFETY CODE

- i. Suitable scaffolds should be provided for worker for all works that cannot safely done from the ground or from solid construction except short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the latter is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal) and 1 vertical 0.
- ii. Scaffolding or staging more than 12' above the ground or floor, swag or suspended from an overhead support or erected with stationery support shall have a award rail property attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform or such scaffolding or staging and extending along the entire length of the outside and cads thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from awaiting from the building or structure.
- iii. Working platform, Gangways and stairway should be so constructed that they should not sag unduly or unequally, and if the height or the platform or the Gangway or the Stairway is more than 12 feet above ground level or floor level, they should be closely boarded, should have adequate width and should be suitable fastened as described in (ii) above.
- iv. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or failing whose minimum height shall be 3' - 0".
- v. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails in rung ladder shall in no case less than 11½" for ladder upto an including 10 feet in length For longer ladders this width should be increased at least ¼" for each additional feet of length uniform step spacing shall not exceed 12". Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any or sites of work shall be so stated or placed as to cause danger or inconvenience to any person or the public The Contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceeding at low that may be brought by a person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.



vi. **Excavation and Trenching**

All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof ladder shall be extended from bottom of the trenches to at least 3 ft. above the surface of the ground the side of the trenches which are 5' or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse, the excavated materials shall not be placed within 5 feet of the edges of the trench or half of the depth of the trench whichever is more. Gutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

vii. **Demolition**

Before any demolition work is commenced and also during the process of the work:-

- a) All roads and open areas adjacent to the work shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger over a cable of apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

viii. All necessary personal equipment as considered adequate by the Engineer-in Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on using asphalted material, cement and lime mortars shall be provided protective footwear and protective goggles.
- b) Those engaged in white washing and mixing stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eye shields.
- d) Stone breakers shall be provided with protective goggles and protective clothing, seated at sufficiently safe intervals.
- e) When workers are employed in sewers manholes which are in use, the contractor shall ensure that the manhole covers are open and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be accordant off with suitable railing and provided with signals or boards to prevent accident the public.
- f) The Contractor shall not employ man below the age of 18 years and women on the work on painting with products containing lead in the form. Wherever men above the 18 years employed on the work of lead painting, the following precautions should be taken.

- 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paints.

- 2) Suitable face marks should be supplied for use by the workers when paint is supplied in the form supply or surface having lead paint dry rubbed and cropped.
- 3) Overhauls should be supplied by the Contractors to the workmen and an adequate facility shall be provided to enable the working painters to wash during and cessation of work.

- ix. When the work is done near any place where there is risk of drawing, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work
- x. Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standard or conditions: -
  - a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
  - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in-charge of any hoisting machine including any scaffolds, which are given signals to operator.

**4. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY DVC OR. ITS CONTRACTOR WHETHER PROOF SHELTERS FOR REST AND MEAL: -**

At every work place (where on and average 50 or more worker are employed in construction work) there shall be provided free of cost, two suitable sheds one for meals and other for rest, separately for men and women for the use of labour. The height of the shelter shall not be less than 10 feet from the floor level to the lowest part of the roof The shelters have enough lighting and ventilation but heating arrangements or table accommodation do not exist and shelters are not furnished. But the space is enough for sitting purposes and is kept in hygienic condition.

**5. SUPPLY OF WHOLESOME DRINKING WATER**

- a) In every workplace (where on an average 50 or more worker are employed in construction work), the Contractor shall provide and maintain suitable place easily accessible to labour, sufficient supply of P-tap water for drinking.
- b) Where drinking water is obtained from an intermittent public water supply, each work place (where on an average 50 or more workers are employed in construction work), shall be provided with storage, and where drinking water should be stored.
- c) Every water supply of storage shall be at a distance not less than 50 ft. from any latrine, drain or other source of pollution. Where water is drawn from an existing well which is within such proximity of latrine or drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trapdoor, which shall be dust and waterproof.

- d) A reliable pump shall be fitted to each covered well. The trap shall be kept locked only for cleaning or inspection which shall be done at least once a month.

**6. FACILITIES FOR OBTAINING FOOD OR COOKED MEALS PREPARED UNDER HYGIENIC CONDITIONS**

Wherever it is considered expend out, a worked food contain on a moderate scale should be provided for the benefit of workers.

**7. REASONABLE WASHING FACILITIES AND BATHING PLACES**

- a) Adequate washing and bathing places shall be provided separately for men and women.
- b) Such place shall be kept in clean and drained condition.

**8. SPECIAL FACILITIES FOR WOMEN WORKERS**

Where the number of women workers are more than 25 but less than 50 the Contractors shall provide at least one but and one Dai to look after the Children of Women workers. The size of crèches shall vary according to the number of women workers. The crèche or crèches shall properly be maintained and necessary equipment like toys etc. shall be provided.

**9. ADEQUATE FIRST AID AND MEDICAL FACILITIES AND CONVEYANCES TO HOSPITALS, WHERE NECESSARY**

- a) At every workplace, there shall be maintained in readily assessable place first aid appliances including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work places. They shall be placed under the charges of a responsible person who shall be readily available during working hours.
- b) At huge workplaces where Hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and be run by a trained compounder.
- c) At large work place at which an average of 500 or more workers are employed in course with construction work and workplaces are remote from regular Hospitals and indoor ward shall be provided with one bed for 150 employees.
- d) Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town Hospitals and ambulance or suitable transport shall be provided facilities to removal of urgent cases to these Hospitals. At other workplaces some conveyance facilities such as a car shall be kept readily available to take injured person or persons suddenly taken seriously ill to the nearest Hospitals.
- e) The clause (d) above will be operative during the period of emergency to the extent they are considered feasible by the Engineer-in-charge of the project.

**DAMODAR VALLEY CORPORATION CONTRACTOR'S LABOUR REGULATIONS**

**10. THESE REGULATIONS MAY BE CALLED THE "DAMODAR VALLEY CORPORATION CONTRACTOR'S LABOUR REGULATIONS"**

**11. DEFINITIONS**

In the regulations unless otherwise expressed indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say.

- (i) "Labour" means workers employed by a Damodar Valley Corporation Contractor's monthly or indirectly through a sub-contractor or other persons or by an agent on his behalf on a payment not exceeding Rs. 400.00 per month and will not include supervisory staff like overseer etc.
- (ii) "Fair Wages" means whether for time or piece work notified at time of inviting tenders for the work & where such wages have not been so notified, the wages prescribed by the General Public Works Department for the District in which the work is done. It will be notified prescribed by the General Public Works Department in consultation with the Officer of the Industrial Relations Machinery located in the respective areas and will not be less than the minimum rates of wages fixed by the Government for that class of employees engaged on the same type of work in the same area.
- (iii) "Contractors" shall include every person whether a sub-contractor or head men agent, employing labour on the work taken on contract.
- (iv) "Wages" shall have the same meaning as defined in the payment of Wages Act and includes time and place rate wages.

**12.**

- a) Normally working hours of an adult employee should not exceed 9 hours a day and in case of a child 4½ hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours of any day.
- b) When an adult worker is to work for more than 8 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate for wages, Children shall not be made to extra hours.
- c) Every worker shall be given a paid weekly holyday normally on Sunday.

**13. DISPLAY OF NOTICE REGARDING WAGES ETC.**

The Contractor shall:

- a) Before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places of the work, notices in English and in the local Indian language spoken by the majority of the workers, given the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Regional Labour Commissioner, as fair wages and the hours of work for which such wages are earned, and
- b) Send a copy of such notices to the certifying officers.

**14. PAYMENT OF WAGES**

- i. Wages due to every worker shall be paid to him directly.
- ii. All wages shall be paid in Current coin or currency or in both.
- iii. Arrears claimed after 2 months after the completion of the work shall not be entertained.

**15. FIXATION OF WAGES PERIOD**

- i. The contractor shall fix the wage periods in respect of which the wages shall be payable.
- ii. No wages period shall exceed one month
- iii. Wages of every worker employed on the contract shall be paid (a) in case of establishments in which wage period is one work within 3 days from the end of the wage period and (b) in the case of other establishments before the expiry of the 7<sup>th</sup> day or 10<sup>th</sup> day from the end of the wage period according as the number workers employed in such establishments does not exceed 1000 or exceeds 1000.

When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day exceeding the one on which his employment is terminated. All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

*Note: The term "Working Day means a day on which the work on which the labour is employed is in progress.*

**16. WAGE BOOK AND WAGE SLIPS ETC.**

- i) The Contractor shall maintain a Wage Book of each worker in such form as may be convenient at the place of work, but the same shall include the following particulars :
  - a) Name of the worker.
  - b) Rate of daily or monthly wages.
  - c) Nature of work on which employed.
  - d) Total number of days works during each wages period.
  - e) Dates and periods for which worked overtime.
  - f) Gross wages payable for the work during each wage period.
  - g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
  - h) Wages actually paid for each wage period.
  - i) Signature or thumb impression of the worker,
- ii) The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day disbursement of wages.
- iii) The Contractor shall issue an employment Card in the form prescribed in from-III to each worker on the day of workers entry into his employment. If the worker has already any such card with him from the previous employer, the Contractor shall merely endorse that Employment Card with relevant entries.  
On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.

**17. REGISTER OF UNPAID WAGES**

The Contractor shall maintain a register of unpaid wages in such forms may be convenient at the place of work but the same shall include the following particulars:-

- a) Full particulars of the labourers those wages have not been paid.
- b) Reference number of the master roll and wage Register.
- c) Rate of wages.
- d) Wage periods.
- e) Total amount not paid.
- f) Reasons for not making payment.
- g) How the amount of unpaid wages was utilized.
- h) Acquaintance with dates.

**18. REGISTER OF ACCIDENTS**

The Contractor shall maintain a register of accidents, in such form as may be convenient at the work place but the same shall include :-

- a) Full particulars of the labourers who met with accident

- b) Rate of wages
- c) Sex
- d) Age
- e) Nature of accident and cause of accident
- f) Time and date of accident
- g) Date and time when admitted in hospital
- h) Period treatment and result of treatment
- i) Percentage of loss of earning capacity and disability as assessed by medical officer
- j) Claim required to be paid under workmen's compensation
- k) Date or Payment compensation
- l) Amount paid with details of the person to which the same was paid
- m) Authority by whom the compensation was assessed
- n) Remarks.

**19. FINES & DEDUCTION WHICH MAY BE MADE FROM WAGES**

- i) The wages of a worker shall be paid to him without any deductions of any kind except the following :
  - a) Fines
  - b) Deductions for absence from duty i.e. from the place or places where by terms of his employment he is required to work. This shall be in proportion to the period for which he was absent.
  - c) Deductions for damage or losses or loss of goods expressly entrusted to the employed person for custody or loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - d) Deduction for recovery of advances or for adjustment of overpayment of wages, advance granted shall be entered in a register.
  - e) Any other deduction which Dye may from time to time allow.
  - f) No fine should be imposed on any worker save in respect of such acts and commissions on his part as have been approved by the Chief Labour Commissioner.
- ii) No fine shall be imposed on worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iii) Deductions.
- iv) The total amount of fine which may be imposed in anyone wage period on a work shall not exceed an amount equal to Three Naya Paise in a rupee in respect of that wage period.
- v) No fine imposed on any worker, shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have been imposed on the date of the act omission in respect of which it was imposed. .

**20. REGISTER OF FINES ETC.**

- A. The Contractor shall maintain a register of fines and a register of deductions for damage or loss in form No. 1 & 2 respectively which should be kept at the place of work.
- B. The Contractor shall maintain both in English and the local Indian language, a list approved by the Chief Labour Commissioner clearly stating the acts and commissions for which penalty of fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work.

**21. PRESERVATION OF REGISTERS**

The wage book, the wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them and shall be made available for inspection by the Engineer-in-Charge, Labour Welfare Officer or any other officer authorized by the Ministry of WH & S in this behalf.

**22. POWER ON LABOUR WELFARE OFFICERS TO MAKE INVESTIGATIONS OR ENQUIRY**

The Labour Welfare Officer or other person authorized by the Control Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of those regulations. No shall investigate into any complain regarding the default made by he Contractor or sub-contractor in regard to such provision.

**23. REPORT OF LABOUR WELFARE OFFICER**

The Labour Welfare Officer or any other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any to which the default has been committed, which with a note that necessary deductions from the Contractor's bill be made and the wages and other dues be paid to the Labourers concerned. In case an appeal is made by the Contractor, actual payment to labourers will be made by the Executive Engineer after the Regional Labour Commissioner has given this decision on such appeal.

**24A.** No labour below the age of 14 years shall be employed on the work

**24B. (a)** The Executive Engineer/ E-I-C shall arrange payments to the labourers concerned within 45 days from the receipt of the report from the Labour Welfare Officer or the Regional Labour Commissioner as the case may be.

**24B (b)** The Contractor shall pay not less than fair wages to labourers engaged by him on work.

**Explanation**

"Fair Wage" means wage whether for time of place work entitled at the time of inviting tenders for the work and where such wages have not been so notified, the wage prescribed by the Central Public Works Department for the district in which the work done. It will be notified/prescribed by the Central Public Works Department in consultation with the Officers of the Industrial Relations Machinery located in the respective areas and will not be less than the maximum rates of wages fixed by the Government for the class of employee engaged on the same type of work in the sample area.

**24B (c)** The Contactor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractor in connection with the said work, as if the labourers had been immediately employed by him.

**24B (d)** In respect of all labour directly or indirectly in the works for the performance of the Contractor's part of this Agreement, the Contractor shall comply with our cause to be complied with the Contractors Labour. Regulations made by DVC form time to time in regard to payment of wages, wage period deductions un-authorizedly made, maintenance of wage book, wage slips, publication of scale of wages and other terms of employment inspection & submission of periodical returns & all other matters of a like nature.

**24B (e)** The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker/of workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction~ made form his or their wages, which are not justified by their terms of the contract or non-observance of the Regulations.

**24B (f)** Under the provisions of the Minimum Wages Act, 1948 and the Minimum Wages (Control) Rules 1950, the Contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourers, any pay the same to the persons entitled thereto, from any money due to the Contractor.

- 24B (g)** Vis-à-vis DVC the Contractor shall be primarily liable for all payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- 24B (h)** The regulations aforesaid shall be deemed to be part of his contract and any breach thereof shall be deemed to be breach of this contract.
- 24C** In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the Contractor shall at his own expense arrange for the safety provisions as per DVC, Safety Code framed time to time and shall at his own expense provide for all facilities connected therewith, In case the contractor fails make arrangement & provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 50.00 for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs insured on that behalf from the Contractor.
- 24D** The Contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the proceeding month and the first half of the current month respectively
- 1) The number of labourers employed by him on the work
  - 2) Their working hours
  - 3) The wages paid to them and
  - 4) The accidents that occurred during the paid fortnight showing the circumstances, under which they happened and the extent of damage and injury caused by them, failing which the Contractor shall be liable to pay to DVC's sum not exceeding Rs. 50.00 for such default or materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the Contractor the amount levied as fine.
- 24E** In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the rules framed by DVC from time to time for the protection of health and sanitary arrangements for workers employed by DVC and its Contractors.
- 25.** The above rules shall be incorporated in the contracts and notices in inviting tenders, and shall form an internal part of the contract.

#### **TENDER VALIDITY PERIOD**

The tender shall be valid for **one hundred and eighty days** from the date of opening of Price Part.

#### **GENERAL**

- 1) The tenderers shall be presumed to have carefully examined the conditions and specifications of work and to have fully acquainted themselves with all the details of site, locations, communications, labour conditions and any other general information, data etc. pertaining to and needed for the work.
- 2) The tender rates shall be written in English, in ink both words & figures. In the case of any discrepancy between the words & figures of the rates quoted, the rates expressed in words shall be taken as correct. In the case of discrepancy in the Unit Rate and Amount, Unit rate will govern. Erasures, changes and corrections of whatever type/nature shall be attested by the tenderer. The rates amount shall be written in rupees and paise only. The rates in words shall be written in one single line only without admitting any interpolations.
- 3) All pages of the tender documents, conditions, specification, drawings etc. shall be initialed at the lower left hand corner and signed wherever required by the tenderer before submission of the tender.
- 4) If the intending tenderers are a Firm or Company, then they shall in the forwarding letter mention the number and names of all the partners of the Firm or Company as the case may be and the name of the partner who holds the Power of Attorney authorizing him to conduct, the transaction on behalf of the firm or the company.



All partners shall sign before submitting the same unless the Power of Attorney holder has specifically been authorized in this respect.

- 5) No alteration and modifications shall be made in the various forms and schedules which form the part of the contract documents. Also any tender that is not accompanied by all the data and information specified herein above or that does not include rates for all items included in the Schedule or that which is not initialed or signed wherever required shall be considered as incomplete and is liable for rejection at the discretion of DVC.
- 6) If any tenderer withdraws his tender before its acceptance or refuses within a reasonable time without giving any satisfactory and acceptable explanation thereof, the tenderer shall be disqualified for making any tender of DVC for a minimum period of one year. In the case of tenderer refuses to carry out the works after acceptance of the tender without any satisfactory reason thereof, they shall be disqualified for submission of tenders in future for a minimum period of two years and the security deposits/earnest money will be forfeited.

#### **INTERPRETATIONS OF TENDER DOCUMENTS BEFORE TENDERS ARE RECEIVED**

If any person contemplating submission of a tender for the work covered by these tender documents is in doubt as to the meaning of any part of the tender documents, he may submit to the Senior Div. Engineer (Civil) a written request for interpretation thereof. Any interpretations of the tender documents will be made only by formal addendum issued by the Senior Div. Engineer (Civil) shall be final and binding on all parties. No other interpretation by the contractor or any person on his behalf will be accepted by DVC and the same shall not be binding on it.

The contractor shall particularly apprise himself of the space available around work site for storage of materials, working conditions etc.

#### **TENDERER'S RESPONSIBILITY**

The tenderer shall carefully examine the location of the proposed work, standard contract forms and local conditions affecting the work such as labour, materials etc. before submitting the tender. For inspection of site of work he may contact the Project Authority of DVC, DTSPS.

The contractor shall provide himself necessary godowns of a temporary nature, as may be necessary for the purpose of safe custody and storage of all his materials, perishable and special materials including tools, plants etc. and shall accept full responsibility for the proper preservation and safe and orderly custody of such materials to the satisfaction of the Engineer.

Till such time as the work has been completed and handed over to DVC, the contractor shall maintain the work properly and carry out all minor repairs at his own expense.

The contractor shall make his own arrangements for the accommodation of his staff and workers.

#### **SEPARATE CONTRACTS**

DVC reserves the right to let other contractors in connection with the Project and the contractor shall co-operate and offer other contractors reasonable opportunity for access to the works for the introduction and storage for materials and the extension of their works.

#### **ADDENDA**

Addenda to the tender documents may be issued prior to the date of opening of the tenders to clarify the documents to reflect modifications in the contract terms.

Each addendum issued by the Senior Divisional Engineer (Civil) will be distributed in duplicate to each person or organization to which a set of the tender documents has been issued. Each recipient will retain one copy of each addendum for submission along with his tender and return one signed copy to the Senior Divisional Engineer (Civil) as acknowledgement of receipt of addendum. All addendum by the Senior Engineer (Civil) become part of the tender documents.

#### **REJECTION OF TENDERS**

Any unbalanced tender which in the opinion of the Senior Divisional Engineer (Civil)/ TIA will be detrimental to the interest of DVC, will be subject to rejection without assigning any reason for such rejection.

Any stipulation of the tenderer in conflict with the tender documents, if considered of sufficient importance, may be cause for rejection of the tender.

A tender may be rejected if the tender cannot conclusively show that he has necessary resources, capital and experience in successful completion of similar work and can provide the necessary plant and equipment to commence work in reasonable close agreement with the schedule forming part of his tender and that he is not already obliged for the performance of other work which would delay the commencement and/or completion of the work contemplated in this contract.

**DEVIATIONS**

All deviation, desired by the contractor under this specification shall be specially mentioned in the "Schedule of Deviations" giving justification for such deviations.

The tenderer should submit the EPF code number against the name of their firm issued from the EPF Commissioner's Office along with the tender.

FORM-I

**REGISTER OF FINES {REGULATION 20 (1)}**

**Employer**

Sl. No	Name	Father's/Husband's Name	Sex	Department	Nature & Date of the Office for which fine imposed	Whether workmen showed cause against fine or not if so, enter date	Rate of Wages	Date on which fine released	Date & Amount of fine imposed	Remarks
1	2	3	4	5	6	7	8	9	10	11

FORM-II

**{REGULATION 20 (1)} Employer**

**Register of Deduction or Loss caused to the Employer by neglect or default of the employed persons**

Sl. No	Name	Father's/Husband's Name	Sex	Department	Damage or Loss caused with Date	Whether workmen showed cause against fine or not if so, enter date	Date & Amount of fine imposed	Number of installments if any	Date on which total released	Remarks
1	2	3	4	5	6	7	8	9	10	11

## **ANNEXURE – Y**

### **INTEGRITY PACT**

Between

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

AND

\_\_\_\_\_ hereinafter referred to as "The Bidder/ Contractor"

#### **Preamble:**

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

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

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

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in the tender process or contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit, which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or, understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on the Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative shall be in Indian Rupees only. Copy of the "Guidelines on the Indian Agents of Foreign Suppliers" is attached.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

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

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security deposit cum Performance Bank Guarantee, and if the amount of

damage exceeds the amount of Security Deposit cum Performance Bank Guarantee, then the Principal shall be entitled to recover the balance amount of damage from the Contractor either in cash or from the amount payable and due from such Contractor in other contracts being executed by him with DVC.

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

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

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

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

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

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

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

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

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

### **SECTION- 9: PACT DURATION**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation on the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of DVC.

### **SECTION-10: OTHER PROVISIONS**

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

(For & on behalf of DVC)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Witness 1: .....

Witness 2: .....

(Name & Address) .....

(Name & Address) .....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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