

DAMODAR VALLEY CORPORATION



**RENOVATION & MODERNISATION OF
MAITHON HYDEL STATION UNIT # 1 & UNIT # 3
(EACH 20 MW)**

**VOLUME - I
(COMMERCIAL)**

PREPARED BY



MECON LIMITED
(A Government of India Enterprise)
RANCHI-834002

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DAMODAR VALLEY CORPORATION (DVC)
MAITHON HYDEL STATION
TENDER SPECIFICATION FOR R&M OF UNIT # 1&3
(VOLUME – I : COMMERCIAL)



SECTION - I

INVITATION FOR BID



DAMODAR VALLEY CORPORATION (DVC)
MAITHON HYDEL STATION
TENDER SPECIFICATION FOR R&M OF UNIT # 1&3
(VOLUME – I : COMMERCIAL)



DAMODAR VALLEY CORPORATION (DVC)
Tender No. DVC-RM&U-02/2023 Dtd. 20.10.2023

INVITATION FOR BID
(DOMESTIC COMPETITIVE BIDDING)

1. Damodar Valley Corporation (also hereinafter referred to as the Employer) invites bids in three parts containing **Part – I**: Submission of Cost of tender document, Earnest Money Deposit and Integrity Pact in Envelope-1, hard copy, **Part – II** : Uploading of Techno- commercial documents [“Filled up Envelope2 (Techno-commercial Bid) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT”] online, and **Part –III** : Uploading of Price Bid [filled up “Envelope3 (Excel Sheet) in Template Format”] Online, from the eligible bidders in e-Tendering mode for Renovation & Modernisation of Maithon Hydel Station Unit #1 & 3 (Each of 20 MW) in the State of Jharkhand, India.

2. SCOPE OF WORK

The scope of work under the specification shall be as per Technical Specification No. **MEC/11/S3/ Q7K6/TS /2581/04 dated May 2023**

3. A complete set of Tender Documents can be downloaded by the bidder through <https://etenders.gov.in/e procure/app>. Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/e procure/app>.
4. Salient features of the bid

Tender No.	DVC-RM&U-02/2023 Dated 20.10.2023
Cost of Tender Documents	Rs 35,000/- (Indian Rupees Thirty Five Thousand Only) inclusive of GST as applicable.
Earnest Money Deposit	Rs 81,27,670/- (Indian Rupees Eighty One Lakhs Twenty Seven Thousand Six Hundred and Seventy Only)
Time for Completion	Unit#1: 24 (Twenty Four months) from the zero date. Unit#3: 40 (Forty months) from the zero date.
Validity of Bid	180 Days from the date of opening of Techno-commercial bid (Part- I & Part-II).
Tender Document Downloading Date & Timing	From 20.10.2023 on 18.00 hrs (IST) till 23.11.2023 on 14:49 hrs.(IST).
Last date & time of Uploading of [Part-II : “Filled up Envelope2 (Techno-commercial Bid) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT” & Part-III :	23.11.2023 by 15.00 Hrs. (IST)



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“Envelope3 (Excel Sheet) in Template Format”] <u>Online</u> and Submission of hard copies of Part-I : [Envelope1] <u>Offline</u> .	
Date & time of opening of bid(Part-I & Part – II)	24.11.2023 at 15:30 hrs (IST)
Date & Time of Pre-bid conference.	06.11.2023 at 11:00 hrs (IST) at 10 th Floor, DVC Tower, VIP Road, Kolkata-700054.
Date of Online submission of Pre Bid Queries	From 21.10.2023 To 03.11.2023
Date and Time of Price Bid: Part- III: “Envelope3 (Excel Sheet) in Template Format” Online as per the Terms & Conditions of NIT. Opening.	At a date to be notified by DVC in due course.
Date and Time of Online Reverse Auction (if applicable) as per the Terms & Conditions of NIT.	At a date to be notified by DVC in due course.
Submission of Hard copies of all the documents for Envelope2, by the L1 Bidder as per the Terms & Conditions of NIT.	Within 10 days from opening of the Price Bid.

5.0 Qualifying Requirements (Eligibility Criteria)

5.1 Technical requirements

The bidder shall meet the requirements of (a) or (b) or (c) given below:

a) Bid by Manufacturer

- (i) The manufacturer of Turbine and/or Generator should have designed, manufactured Vertical/ Horizontal Francis Turbine and/or Generator of capacity 16 MW or more in India and supplied and either erected, tested and commissioned or supervised erection, testing and commissioning of above Turbine and/or Generator unit which should have run successfully for a minimum period of two(2) years from the date of its commissioning.
- (ii) The bidder shall have to submit the Letter of Consent (LOC) from the manufacturer from whom he wants to outsource the Turbine or Generator (which the bidder does not manufacture himself) only and the Undertaking towards performance guarantee & warranty on their product. The manufacturer from whom the Turbine or Generator is outsourced shall meet the similar requirement mentioned at (i) above.



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Note:

i. The Bidder shall submit details of past experience along with copies of 'Contract Agreement(s) / Work order(s) / Purchase order(s) including Performance Certificate(s) of the Works from the respective Client(s) / Customer(s) in support of meeting the above stipulated technical requirement.

b) Bid by Turnkey Executor



- (i) If the bidder is a turnkey executor he should have erected, tested and commissioned at least one (01) vertical/ horizontal Francis Turbine and Generator of capacity of 16 MW or more in India which should have run successfully for a minimum period of any 2 years from the date of its commissioning.
- (ii) The bidder shall make consortium with both the manufacturer of Turbine and Generator furnishing a Memorandum of Agreement (MOA)/Consortium Agreement. Such Turbine and Generator manufacturer should have designed, manufactured and supplied vertical/horizontal Francis Turbine and Generator respectively of minimum capacity of 16 MW which should have run successfully for a minimum period of two (2) years from the date of its commissioning in India.

Note:

1. The Bidder shall submit details of past experience along with copies of 'Contract Agreement(s) / Work order(s) / Purchase order(s) including Performance Certificate(s) of the Works from the respective Client(s) / Customer(s) in support of meeting the above stipulated technical requirement.
2. The bidder shall submit Memorandum of Agreement (MOA)/Consortium Agreement fulfilling all the requirements as set forth at Clause 6.2 of IFB.

c. Bid by Indian Subsidiary company

- (i) Bidder as Indian subsidiary company with manufacturing facility for Hydro Turbine/Generator in India can submit their bid on the technical and financial strength of their Parent/Holding Company or any other subsidiary company of the Parent/Holding Company of the Indian subsidiary company.
The experience of any other subsidiary company of its Parent/Holding Company shall be considered as experience of the Parent/Holding Company.
- (ii) The Parent/Holding Company/any other subsidiary company of its Parent/Holding Company should have designed, manufactured and supplied Vertical/ horizontal Francis Turbine and Generator of

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capacity 16 MW or more and either erected, tested and commissioned or supervised erection, testing and commissioning of above Turbine and Generator unit which must have run successfully for a minimum period of two(2) years from the date of its commissioning.



(iii) The Indian subsidiary company should have designed, manufactured, erected, tested and commissioned Hydro-Electric Turbine and/or Generator in India.

Note:

1. The Bidder shall submit details of past experience along with copies of 'Contract Agreement(s) / Work order(s) / Purchase order(s) including Performance Certificate(s) of the Works from the respective Client(s) / Customer(s) in support of their meeting the above stipulated technical requirement.
2. Parent/Holding Company or any other subsidiary company of the Parent/Holding Company of the bidding Indian subsidiary company shall submit guarantee in the form of a joint deed of Undertaking as stipulated at Clause 6.3(i) of IFB.
3. Parent/Holding Company or any other subsidiary company of the Parent/Holding Company of the bidding Indian subsidiary company will be required to furnish a Performance BG of value 5% of contract price in addition to normal BG as stipulated at Clause 6.3(ii) of IFB.

Common requirement:

- i. The start and completion date for General Experience & Specific Technical Experience should fall within the preceding twenty (20) years reckoned from the last day of the month previous to the one in which Bids are invited.
- ii. Bidders falling in Class-I Local Supplier category as defined in public procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade(DPIIT), Ministry of Commerce & Industry Order No. P-45021/2/2017-PP(BE-II) dt.16.09.2020 shall only be eligible to bid. Further, bidders shall also ensure that Manufacturers or Vendors(if any) to be engaged shall belong to category of Class-I Local Supplier only. In this regard, bidders shall submit an undertaking/declaration that the percentage of the local content shall not be less than 60% of the value. Declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor of company.
- iii. The evaluation of bidder's specific construction experience for a work executed on JV / Consortium basis shall be based on his role and scope of work in such joint ventures/ Consortium. To establish his role and scope of work in such Joint Venture/ Consortium contracts, the bidder(s) shall provide documentary evidence such as JV / Consortium agreement/contract of the work to the extent of

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experience claimed by him. In case the quantum of work as per experience certificate does not match with the scope of work as defined in the JV/consortium agreement, then the experience credentials shall be considered as per the experience certificate issued by the employer/client.

iv. In case scope of work of individual partners is not clearly defined in the JV/consortium agreement then credential of bidder being partner in a JV/consortium shall be decided in the following manner:-

a) Where specific experience certificate in respect of individual JV / consortium partners is available, the same shall be considered to the extent of work executed by such JV / consortium partner.

b) Where specific experience certificate is not available, or experience certificate is issued in the name of JV/consortium, the evaluation shall be done in the following manner:-

i) In case the participation/profit sharing percentage of bidder as per JV/ Consortium agreement is at least 35%, full credit of the work executed by the JV/consortium shall be given to such bidder.

ii) In case the participation/profit sharing percentage of bidder in JV/Consortium agreement is less than 35%, no credit of work executed under such JV / Consortium shall be given to such bidder.

iii) Notwithstanding (i) and (ii) above, in case of availability of specific experience certificate, (a) above shall apply.

In case both participation share and profit sharing ratio are available in the JV/ Consortium Agreement, participation share shall prevail.

5.2 Financial requirements:

a) Average Annual Turnover (AAT):-

Average Annual turnover of the bidder is to be determined taking into consideration turnover of best three (03) financial years out of last five (05) financial years ending 31.12.2022/31.03.2023 (as per the accounting year as the case may be) shall not be less than Indian Rs. 24,38,30,100/-

b) Net Worth:-

The net worth of the bidder shall be positive at the end of the last financial year ending 31.12.2022/31.03.2023 (as per the accounting year as the case may be).

c) Net Working capital or access to credit facilities:-

Bidder should have Net Working capital as on the last day of the preceding financial year ending 31.12.2022/31.03.2023 or access to credit facilities (**only fund based unutilised portion**) on the date of NIT, issued from scheduled commercial bank , shall not be less than Rs. 6,09,57,525/-



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Notes:

- i) The bidder shall submit copies of annual report / audited balance sheet including profit & loss account with relevant schedules thereto of the relevant years in support of the above qualifying criterion along with the bid. Employer reserves the right to verify/determine bidder's turnover based on financial reports posted in bidder's website, if any.
- ii) Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus
- iii) Gross Turnover shall be considered for the purpose of determining the turnover.
- iv) In case, where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.
- v) In case of tenders published prior to 30th Sept. of the NIT issuing year, where the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial statements, the audited results of the year preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of NIT and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- vi) The turnover certificate and the audited profit and loss account certified by the CA members from 01.07.2019 onwards, submitted by bidder in support of the turnover against the eligibility criteria shall contain the Unique Document Identification Number (UDIN).

6. Legal Requirements

6.1 Bid by a manufacturer

The bidder should be an independent and single legal entity as per laws of India or as per laws in the country of such bidder and should have its own independent financial accounting system as per laws of India or as per laws in country of such bidder.

6.2 Bid by Turnkey Executor/ Consortium requirements

- a) Each member of consortium in case of Consortium Bid in the same name and style should submit Certificate of incorporation, memorandum and articles of association, etc. enabling him to execute relevant contract for the work.
- b) Each member of consortium in case of consortium bid should be an Independent and single legal entity as per laws of India.
- c) Bids submitted by a consortium (not more than three members including Leader of the Consortium) shall comply with the following requirements:
 - (i) The bid shall include all the information on eligibility / qualification and experience



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required for a Bidder as described in Bidding Documents at 5.1(b) above.

- (ii) In order for a Consortium to qualify one of its member or combination of members must meet the above technical eligibility requirements
- (iii) Leader/Prime bidder of the consortium alone meets financial turnover criteria as mentioned at sl.no. 5.2. (a) above
- (iv) Net worth of all the members of consortium should be positive at the end of the last financial year ending 31.12.2022/31.03.2023 (as per the accounting year as the case may be).
- (v) Leader/Prime bidder of consortium should alone meet Net Working capital or access to credit facilities **(only fund based unutilized portion)** as mentioned at sl. no. 5.2 (c) above.
- (vi) The bid shall be signed so as to be legally binding on all members.
- (vii) The nomination of the prime bidder (leader of the consortium) shall be supported by a Memorandum of Agreement (MOA)/Consortium Agreement entered into amongst members of the consortium which should be signed by all the legally authorized signatories of all members.
- (viii) The leader of Consortium shall be authorized to incur liabilities and receive Instructions and payment for and on behalf of any & all members of the consortium.
- (ix) The leader of the consortium shall be overall responsible for the execution of the Contract. The leader and other Members of the Consortium shall be jointly and severally responsible and liable for the execution of the Contract.
- (x) A copy of the Memorandum of Agreement (MOA)/Consortium Agreement entered into by the consortium members prior to stipulated due date of submission/uploading of bids and valid till Time for Completion plus Defect Liability Period for the Facilities shall be submitted. The MOA/Consortium Agreement shall clearly outline the proposed roles & responsibilities of each member. Each member of consortium must have the experience for the component of the contract that they are designated to perform.
- (xi) Separate bid by a consortium member will not be accepted.

A party can be a member in only one consortium; bids submitted by such consortium which include the same party as member and/or leader will be rejected. Bidders are not allowed to form new consortium (consortia) with other Bidders participating in the tender.

6.3 Bid by Indian Subsidiary Companies

- (i) If an Indian Subsidiary Company bids on the technical and financial strength of the Parent/Holding company/any other subsidiary company of its Parent/Holding company, the same shall be considered provided the Parent/Holding company/any other subsidiary company of its Parent/Holding company commits to submit a guarantee in the form of a



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joint deed of undertaking (in the enclosed format) for implementation and performance of the project evincing full support for the technical and financial requirements of the bidding Indian Subsidiary Company and commitment to take up the work itself in case of award and non performance of the contract by the bidder.

- (ii) In case the bidding Indian Subsidiary Company is awarded the work, the Parent/Holding company/any other subsidiary company of its Parent/Holding company will be required to furnish a performance bank guarantee of value equivalent to (5%) five percent of the Contract Price to the Employer in addition to the Security Deposit Bank Guarantee to be submitted by the successful bidder in the requisite Format as per enclosed proforma.

7.0 Source of Equipment Design and Manufacturing:

Bidder to confirm that main Turbine and Generator shall only be sourced either: -

a) Bid by Manufacturer

From the bidder and/ or outsourced partner based on whose strength the bidder gets qualified under pre-qualification criteria.

b) Bid by Turnkey Executor

From the turbine & generator manufacturer (s) based on whose strength the bidder gets qualified under pre-qualification criteria.

c) Bid by Indian Subsidiary company

From Indian Subsidiary Company and/ or their Parent/Holding Company and/ or any other subsidiary company of the Parent/Holding Company of the Indian subsidiary company on whose strength the bidder gets qualified under pre- qualification criteria

- 8.0** Bidder have to pay the cost of the Tender documents (non–refundable) as mentioned above, in the form of a Crossed Account Payee Demand Draft /Banker's Cheque in favour of "Damodar Valley Corporation" payable at Kolkata and the same should be received by DVC in Envelope-I (Hard copies) at the address given below during office hours, on or before the last date & time of Bid Submission/Uploading period.

In case the above referred original DD/ Banker's Cheque towards cost of tender document does not reach DVC well within the stipulated tender submission date and time, the offers are likely to be rejected.

- 9.0** Bidder have to pay the Earnest Money Deposit (EMD) through Account Payee Demand Draft / Banker's Cheque or Bank Guarantee from a Commercial Bank/ Net Banking transfer/ Online payment in an acceptable form, as applicable in favour of DVC. The Earnest Money (Account Payee Demand Draft / Banker's Cheque or Bank Guarantee from a Commercial Bank/ Net Banking transfer/ Online payment in an acceptable form, as applicable) should be deposited along with the tender, as per direction given in the Tender Document.



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In case of Bank Guarantee, the Bank Guarantee is normally to remain valid for a period of 45(forty-five) days beyond the final bid validity period. and from a Bank as specified in the Annexure-1 of VOL-I of this NIT.

The Bidder must furnish, as part of its Bid, the Bid security documents as mentioned above in Envelope1 of the amount and currency as stipulated.

Bid security shall remain valid for a period of 45(forty-five) days beyond the final bid validity period from the closing date prescribed by the Employer for the receipt of Bids and beyond any extension of Bid validity subsequently requested.

In case the above referred original hard copy of EMD in Envelope-I (Hard copies) does not reach DVC well within the stipulated tender submission date and time, the offers are likely to be rejected.

Any Bid, not accompanied by an acceptable Bid security documents in Envelope1 shall be rejected by the Employer as being non-responsive and this Bid shall not be opened further.

Earnest Money will be refunded only to the unsuccessful Tenderer within 30 days after finalization of Tender and no interest will be paid for the same.

The amount of Earnest Money will be refunded to the successful tenderer, after acceptance of their Security Deposit-cum-Performance Guarantee and execution of Contract Agreement (wherever applicable)..

The Bid security may be forfeited without any notice or proof of damage to the Owner, etc. as per GCC clause 4A and clause 19 of Vol-I of this NIT.

No interest would be paid by the Employer against the Bid Security (EMD).

- 10.0** Bidder has to submit the original Integrity Pact in enclosed proforma duly signed on all pages by authorized signatory of the bidder and the same should be received by DVC in Envelope-I (Hard copies) at the address given below during office hours, on or before the last date & time of Bid Submission/Uploading period.

In case the above referred original hard copy of Integrity Pact does not reach DVC in Envelope-I (Hard copies) well within the stipulated tender submission date and time, the offers are likely to be rejected.

- 11.0** Void

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

- 13.0** The Bidders are advised to visit the site and get acquainted with the site conditions, Local conditions, Laws, Rules and Regulations, plant & equipment and different systems before submission of bids. The costs of visiting the site shall be at the



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Bidder's own expense.

- 14.0** Bidders 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.
- 15.0** DVC reserves the right to cancel/postpone the date of uploading/submission and opening of the tenders without bearing any liability whatsoever consequent upon such decision.
- 16.0** Pre-bid meeting will be held on 06.11.2023 at 11:00 hrs (IST) at 10th Floor, DVC Tower, VIP Road, Kolkata-700054. Interested Bidders shall send their queries to DVC about the bidding document along with their willingness to participate in Pre- Bid meeting three days prior to date of Pre-Bid meeting through e-mail to
- (i) Shri Sandip Chanda, Sr. Manager(E), C&M Deptt., DVC Towers, Kolkata e-mail: sandip.chanda@dvc.gov.in
- (ii) Shri Souvik Mondal, Dy. Manager(E), C&M Deptt. , DVC Towers, Kolkata e-mail: souvik.mondal@dvc.gov.in
- 17.0** If it happens to be holiday on the last date of submission / opening of bids then same shall be submitted / opened on next working day at the same time & at the same venue.
- 18.0** **This is a no deviation tender. Bidder shall quote against the bidding document without any deviation. Offers submitted by the bidders with deviations may be liable to be rejected.**
- 19.0** Online Reverse Auction (RA) (if applicable) and provisions of reverse auction is referred at Annexure-2 of ITB.
- 20.0** Any 'Bidder (including its Collaborator/Associate/ 'DJU Partner' / 'JV partner' / 'Consortium Member' /Assignee, wherever applicable)", "sub-contracting works to any contractors" and "procurement of goods by the bidder directly/indirectly from the vendors" from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Department of Expenditure, Public Procurement Division, MOF vide F.No.6/18/2019-PPD dated 23/07/2020 (Public Procurement No.1 & Public Procurement No.2) and dated 24/07/2020 (Public Procurement No.3) and its subsequent revisions/amendments (if any) issued by MoF, GOI or, by MoP, GOI time to time. However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Bidder has to follow the MoP, GOI's orders vide no. 25-11/6/2018-PG dated 02.07.2020 & vide no. 11/05/2018-Coord dated 23.07.2020 and its subsequent revisions/amendments issued by MoP, GOI time to time with regards to "testing of imported items to protect the security, integrity and reliability of the strategically important and critical Power Supply



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System & Network in the country, considering vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber-attacks through malware / Trojans etc. embedded in imported equipment”.

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

21.0 Address for communication:

Sr. General Manager(E),
C&M Department, DVC,
DVC Towers, VIP Road, Kolkata-700054
E-mail: amitava.maity@dvc.gov.in ; Tel No. 033-6607-2321

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

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

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

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

- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal ([URL: https://etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app)), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India with their profile.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/ e-Token.
- f) The Bidder intending to participate in the bid is required to register in the e-tender portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/she have to submit the relevant information as asked for about the



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firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

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

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

- (i) Mr. Sk Nawajesh Rahman, e-mail: nawajesh@gmail.com (Contact No. 9831683690)
- (ii) Miss Armistha Kangsa Banik, e-mail: 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.

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

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



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SECTION-II

INSTRUCTIONS TO BIDDERS



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SECTION-II. INSTRUCTIONS TO BIDDERS

1.0 COST OF BIDDING

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

2.0 CLARIFICATION ON BIDDING DOCUMENTS

A prospective Bidder requiring any clarification to the Tender documents may notify the Employer through e-mail address given in the IFB upto the date mentioned in the IFB.

On the queries asked by the Bidders upto the date of Pre-bid discussion, The Employer will respond either in the Pre-bid discussion or as Pre-bid replies through website (as Amendment) to any request for clarification of the bidding documents through <https://etenders.gov.in/eprocure/app> . The Pre-bid conference will take place at the communication address and on the date & time as given in IFB.

The information contained in all the pre-bid replies will have to be taken into account by the Bidder in its bid. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder.

The Bidder is advised to visit and examine the site where the facilities are to be supplied & installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into contracts for supply & installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.

The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

3.0 AMENDMENT TO TENDER DOCUMENTS

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

Any addendum/corrigendum/extension, if required, will be hoisted only to the <https://etenders.gov.in/eprocure/app>. In case of change in technical parameter / specification / scope of work, downloading and submission date will be extended. Bidder is requested to visit the above website regularly for any amendment/ addendum/ Corrigendum/ extension till opening of the Bids. It will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

4.0 PERIOD OF VALIDITY OF BID & LANGUAGE OF BID

4.1 Bids shall remain valid for a period of 180 days from the date of opening of Techno- commercial bid (Part-I & Part-II) . A bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.



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

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

5.0 MODIFICATION AND WITHDRAWAL OF BIDS

5.1 The Bidder may modify or withdraw its bid after submission/uploading, prior to the deadline prescribed for bid submission/uploading. No Bidder will be allowed to withdraw or modify the Bid after deadline of submission/uploading.

The Bidder's modifications of Part-I (if required for Part-I) shall be prepared, sealed, marked as "Bid Modifications- Part-I" and shall be addressed to the Employer at the address given in the IFB and bear the package name, Bidding Document Number.

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

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

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

If the request of withdrawal is received from any techno-commercial & QR compliant bidder after opening of Techno Commercial bid and before opening of Price Bid, the bidder will be disqualified and his EMD (wherever applicable) will be forfeited and price bids of remaining bidders will be opened. In case of re-tender such defaulting Bidder will not be allowed to participate.

5.3 In the event of a L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period maximum upto one year as decided by DVC from the date of issue of suspension order and re-tender shall be done. In this re-tender such defaulting Bidder will not be allowed to participate. EMD (wherever applicable) will be forfeited.

5.4 If the L-1 bidder withdraws his bid / do not acknowledge the order after issue of LOA/PO/Work Order/ LOA-cum-Work Order, then his EMD (wherever applicable) will be forfeited and the bidder shall be suspended for a period maximum upto one year as decided by DVC from the date of issue of suspension order 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.

6. DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE

6.1 The Facilities required, bidding procedures, Contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents include the following sections:



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- 1) Invitation for Bids (IFB)
- 2) Instructions to Bidders (ITB)
- 3) Form of Contract Agreement and Appendices 1-3
 - Appendix-1: Price Schedules
 - Appendix-2: Time Schedule
 - Appendix-3: Terms of Payment
- 4) Special Conditions of Contract (SCC) and Appendix 1-3
 - Appendix-1: Price Adjustment due to Variation in Price Indices
 - Appendix-2: Performance Guarantees
 - Appendix-3: List of Approved Vendors
- 5) General Conditions of Contract (GCC)
- 6) Erection Conditions of Contract (ECC)
- 7) Bid Forms and Procedures
 - Annexure-1: Letter of Bid
 - Annexure- 2: Authorization of Digital Signature Certificate holder
 - Annexure- 3: Bid Security Bank Guarantee Form /EMD
 - Annexure- 4: Integrity Pact
 - Annexure- 5: Bidder's statement on Eligibility requirements
 - Annexure- 6: Affidavit
 - Annexure- 7: Letter of Consent (LOC)
 - Annexure -8: Format of Acceptance of Commercial terms & Conditions
 - Annexure- 9: Performa for Security Deposit – cum- Performance Bank Guarantee
 - Annexure-10: Joint Deed of Undertaking by the Parent/Holding Company
 - Annexure-11: Additional Performance BG to be furnished by the Parent/Holding Company
 - Annexure-12: Bank Guarantee Verification
 - Annexure-13: Format of Extension of Bank Guarantee
 - Annexure-14: Bank Guarantee for Release of Payment Against Performance Guarantee Certificate/Final Acceptance Certificate
 - Annexure-15: Form of Authorization Letter
 - Annexure-16: Proforma for custody cum Indemnity Bond
 - Annexure-17: Bank Mandate
 - Annexure-18: Format of PAC certificate
 - Annexure-19: Form of Commissioning Certificate
 - Annexure-20: Form of Performance Guarantee Certificate
 - Annexure-21: Form of Final Acceptance Certificate
 - Annexure-22: Form of Change Order
 - Annexure-23: CERTIFICATE



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- Annexure-24: List of Special Maintenance Tools & Tackles (item & Qty.) without price (Minimum as mentioned in Chapter 12 of vol-II: Technical Specification of this NIT).
- Annexure-25: Details of Proposed Sub-Contractors/Sub-Vendors
- Annexure-26: List of Commissioning / Start-up Spares (item & Qty.) without Price
- Annexure-27: DECLARATION ON BANNING POLICY
- Annexure-28: Declaration regarding Local content included in our bid Price
- Annexure-29: Declaration of Performance Guarantee Parameter

8) Technical Specifications (TS)

6.2 The Bidder is expected to examine all instructions, forms, terms, specifications 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 will be at the Bidder's risk and may result in rejection of its bid.

7. **This is a no deviation bid. Bidder shall quote against the bidding document without any deviation. Offers submitted by the bidders with deviations may be liable to be rejected.**

8. **Documents Comprising the Bid**

8.1 This tender is being processed through e-procurement system. The bid documents are to be downloaded, filled in and submitted through e- procurement system of DVC at <https://etenders.gov.in/eprocure/app>.

The bid duly completed and signed by the Bidder together with Attachments identified in **ITB Sub-Clause 7.2** hereof, shall be submitted online/offline as instructed in this tender documents within due date and time as mentioned in IFB through <https://etenders.gov.in/eprocure/app> and shall comprise the following documents as below:

Part-I: This part shall be marked as Part-I: "Cost of Bidding Documents, Bid Security/EMD and Integrity Pact" in Envelope1 hard copy submission and shall not contain any technical, commercial component or price at all.

Integrity Pact: Bidders are required to unconditionally accept the "Integrity pact" (executed in plain paper) as per format given in **Annexure – 4** of "Bid Forms and Procedures". Integrity Pact (wherever applicable) duly signed in all pages by the authorized signatory who is signing the Bid (i.e. who is duly authorized to sign the bid) as per format enclosed in the NIT.

Part-II: This part shall be as Envelope2 online submission [**Filled up Envelope2 (Techno-commercial Bid) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT**]: Technical Part & Commercial Part" containing documents for Eligibility Criteria Fulfillment & Techno-Commercial Bid and shall not contain any price at all.

Part-III: Price Bid/BOQ : Price bid (BOQ) should contain the prices strictly as per format of BOQ attached as "**Envelope3 (Excel Sheet) in Template Format**" with the tender document in <https://etenders.gov.in/eprocure/app>. Prices shall not appear anywhere else in the offer.



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

8.2 Attachments to the Bid

Each Bidder shall upload online with its bid the following attachments as Scan copies of all the supporting documents for Envelope 2 as mentioned in the NIT:

(a) Attachment 1: Power of Attorney

*** to be uploaded as scan copies with Part II (Commercial Part)**

A power of attorney, duly authenticated by a Notary Public, indicating that the person(s) using the digital signature/ the persons signing the bid have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity.

In case the bidder is a limited company, a copy of resolution passed by the Board of Directors of that company authorizing that person to file the bid on behalf of the company. The copy of the said resolution should have the common seal of the company and be attested either by the company secretary or its Director.

(b) Attachment 2: Bidder's Eligibility & Qualifications

*** to be uploaded as scan copies with Part II**

Documentary evidence established in accordance IFB that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted.

Bidder to submit supporting documents certificates, letter of consent/ Memorandum of Agreement (MOA)/ Consortium (as applicable). Agreement in support of fulfillment of eligibility criteria

(c) Attachment 3: Eligibility and Conformity of the Facilities

*** to be uploaded as scan copies with part II technical part**

Documentary evidence established in accordance with IFB that the Facilities offered by the Bidder in its bid.

The documentary evidence of the conformity of the Facilities to the Bidding Documents may be in the form of literature, drawings and data, and the Bidder shall furnish:

- (i) a detailed description of the essential technical and performance characteristics of the Facilities,
- (ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Facilities
- (iii) commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the Facilities to those specifications. Bidders shall note that the standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended **to be**



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descriptive (establishing standards of quality and performance) only and not restrictive.

- d) Attachment 4: Vendors Proposed by the Bidder (*to be uploaded as scan copies with part II commercial part as per the format Annexure-25 of "Bid Forms and Procedures"*)

The Bidder shall indicate details of all such major items of supply or services that it proposes to purchase or sublet, and shall give details of the name and nationality of the Vendors for each of these items. Bidders are free to list more than one Vendor against each item of the Facilities.

The Bidder may propose names of additional Vendors for any items of supply or services.

The Employer reserves the right to reject or accept any or all the Vendors proposed by the Bidder, prior to signing of contract agreement

- e) Attachment 5: Other Documents
(*to be **uploaded as scan copies** with part II commercial part*)

- (i) Forms and Annexure as per tender. Copies of registration certificates in respect of GST registration certificate, EPF registration No. & Certificate, Income-Tax PAN No. and Company Registration Certificate/Certificate of Incorporation and Article & Memorandum of Association in case of Limited / Public Limited Company / Partnership deed in case of Partnership Company / Affidavit duly notarized in case of sole proprietorship Business, as the case may be.
- (ii) Letter of Bid: The letter of bid as per Annexure- 1 of "Bid Forms and Procedures" is to be signed by the bidder and scanned copy of the same is to be uploaded during the time of submission of the bid. Letter of bid will be the covering letter of the bidder. The content if the letter of bid should be as per the format given in the NIT and should not contain any other information.
- (iii) Authorization of Digital Signature Certificate holder as per Annexure-2 of "Bid Forms and Procedures"
- (iv) Affidavit as per Annexure-6 of "Bid Forms and Procedures"
- (v) Letter of Consent (LOC) as per Annexure-7 of "Bid Forms and Procedures"
- (vi) Format of Acceptance of Commercial terms & Conditions as per Annexure-8 of "Bid Forms and Procedures"
- (vii) Joint Deed of Undertaking by the Parent/Holding Company (as applicable) as per Annexure-10 of "Bid Forms and Procedures"
- (viii) Bank Mandate as per Annexure-17 of "Bid Forms and Procedures"
- (ix) Certificate as per Annexure-23 of "Bid Forms and Procedures"



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(x) List of Special Maintenance Tools & Tackles (item & Qty.) without price as per Annexure-24 of “Bid Forms and Procedures”.

(xi) List of Commissioning / Start-up Spares (item & Qty.) without price as per Annexure-26 of “Bid Forms and Procedures”

(xii) Bidder’s Statement on Fulfillment of Pre-Qualification Requirements as per Annexure-5 of “Bid Forms and Procedures”.

(xiii) CERTIFICATE as per Annexure-23 of “Bid Forms and Procedures”.

(xiv) DECLARATION ON BANNING POLICY AS PER Annexure-27 of “Bid Forms and Procedures”.

(xv) Declaration regarding Local content included in our bid prices as per Annexure-28 of “Bid Forms and Procedures”.

(xvi) Declaration of Performance Guarantee Parameter as per Annexure-29 of “Bid Forms and Procedures”.

(xvii) No Deviation Certificate as per Annexure-31 of “Bid Forms and Procedures”

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

8.3 Each Bidder shall upload with its bid the filled up Envelope2 (Techno- commercial Bid) in Excel sheet online consisting the followings: -

- (i) Attachment -6 in Excel Sheet: Declaration in support of Qualification Requirement
- (ii) Attachment-7 in Excel Sheet: Check List of Documents to be submitted along with Techno-Commercial Bid

9. Bid Forms & Procedures and Price Schedules

9.1 The Bidder shall complete the Bid Forms & Procedures and appropriate Price Schedules furnished in the Bidding Documents in the manner and detail indicated therein and submit the same with its bid.

9 BID PRICES

9.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, installation, commissioning, completion of the facilities. This includes all requirements under the Contractor’s responsibilities for testing and commissioning of the facilities, the acquisition of all permits, approvals and licenses, etc., and such other items and services as may be specified in the bidding Instructions to Bidders



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documents, all in accordance with the requirements of the Specifications.

- 9.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.
- 9.3 Bidders shall give a break-up of the prices, as may be applicable to their bids, in the manner and detail called for in **“Envelope3 (Excel Sheet) in Template Format”] Online”**.
- 9.4 In the Schedules, Bidders shall give the required details and breakup of their prices considering the following:
- (a) Supplies & Services quoted in Indian Rupees shall be quoted on “at-Employer’s site” basis and shall be inclusive of all costs as well as all taxes, duties, cess, Levies & Charges paid or payable in India as on Base Date. The same shall be quoted in BOQ1 of “Envelope3 (Excel Sheet) in Template Format”] Online.
- (b) Recommended spare/Operation & Maintenance spares parts shall be quoted separately as per Schedule 6 in Sheet-1 of “Envelope3 (Excel Sheet) in Template Format”] Online.
- Note: All taxes, duties, levies, cess, etc. quoted by the bidder shall be indicated as applicable in the Employer’s country as on seven (7) days prior to the last date for submission of bids.
- 9.5 The terms “at-site”., shall be governed by the rules prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.

10. Bid Currencies

Bid currencies shall be Indian Rupees (INR) only.

11. Bid Security/EMD

- 11.1 The Earnest Money (Account Payee Demand Draft / Banker’s Cheque or Bank Guarantee from a Commercial Bank/ Net Banking transfer/ Online payment in an acceptable form, as applicable) should be deposited along with the tender, if applicable, as per direction given in the NIT/Tender Document
- 11.2 In case of Bank Guarantee, the Bank Guarantee shall be irrevocable and operative till the 45(forty-five) days beyond the final bid validity period and from a Bank as specified in the Annexure-III to ITB of this NIT. However, any foreign bank not mentioned in the Annexure-III to ITB of this NIT, but subsequently included in the scheduled list of RBI in the course of Bidding shall be accepted. The format of the bank guarantee shall be as per the format given at Annexure-3 to Sec-VII of this NIT. 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
- 11.3 The Bidder must furnish, as part of its Bid, the Bid security documents as mentioned above in Envelope1 of the amount and currency as stipulated.



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11.4 Bid security shall remain valid for a period of 45(forty-five) days beyond the final bid validity period from the closing date prescribed by the Employer for the receipt of Bids and beyond any extension of Bid validity subsequently requested, plus three months claim period thereafter.

11.5 In case the above referred original hard copy of EMD in Envelope-I (Hard copies) does not reach DVC well within the stipulated tender submission date and time, the offers are likely to be rejected.

11.6 Any Bid, not accompanied by an acceptable Bid security documents in Envelope1 shall be rejected by the Employer as being non-responsive and this Bid shall not be opened further.

11.7 Earnest Money will be refunded only to the unsuccessful Tenderer within 30 days after finalization of Tender and no interest will be paid for the same

11.8 The amount of Earnest Money will be refunded/returned to the successful tenderer, after acceptance of their Security Deposit-cum-Performance Guarantee and execution of Contract Agreement (wherever applicable)

11.9 The Bid security may be forfeited without any notice or proof of damage to the Owner, etc. as per GCC clause 4A and clause 19 of Vol-I of this NIT.

11.10 No interest would be paid by the Employer against the Bid Security (EMD).

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

12. Techno-Commercial Evaluation of Bid

12.1 The Employer will carry out a detailed evaluation of the bids previously determined during preliminary examination of bids, to be substantially responsive, in order to determine whether the technical & commercial aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the Bidders, pursuant to **ITB Clause 7**, and other requirements in the Bidding Documents.

The Employer will open the hard copy of Part-I (as received) off line, in presence of bidders' representatives who choose to attend the opening on the time and at DVC Tower, Kolkata. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day. First, the WITHDRAWAL notice(s), if any, shall be opened and read out and recorded and the corresponding Part-I shall not be opened and shall be returned to the bidder. No bid shall be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request such bid withdrawal and is read out and recorded in the bid opening. Bids not accompanied by the



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'Documents in support of Cost of Bidding Document' & 'Documents in support of bid security' and "Integrity Pact in Envelope1: Part-I as asked in the NIT, will be rejected and not be considered for further evaluation, regardless of the circumstances and his bid will not be opened further.

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

Bidders' representatives who choose to attend the opening shall sign a register as proof of their attendance. The Employer will examine whether the 'Documents in support of Cost of Bidding Documents' and 'Documents in support of bid security' and "Integrity Pact in Envelope1: Part-I have been properly signed and are generally in order.

The Employer will then open Part- II: **"Filled up Envelope2 (Excel Sheet) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT"** (such as scanned copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney, & Scanned Copies of all required documents for meeting the Qualification Requirement and documents mentioned at clause no. 7.2 of ITB) online only for those Bidders who's Documents in Part-I are generally in order.

After evaluation of Part- II, Employer will notify to all the techno commercial acceptable Bidders through website, the date & time for opening of the Price Bid Part-III: **"Envelope3 (Excel Sheet) in Template Format"** (Price bid/BOQ).

After opening of Price Bid Part-III (BOQ), On Line Reverse e-Auction will be conducted if the Employer chooses to conduct an e-Reverse Auction process. In case, the Employer chooses not to conduct the e-Reverse Auction, Financial opening of the tender shall be concluded .

The Employer reserves the right to initiate/not initiate an e-Reverse Auction process at the discretion of the Employer and in this regard the Employer's decision shall be final and binding on the Bidders. Bidders shall certify their compliance in this regard by their 'No Deviation Certificate' submitted alongwith their bid as per Annexure-31 of "Bid Forms and Procedures".

13. Qualification

- 13.1 The Employer will ascertain to its satisfaction whether Bidders determined as having submitted responsive bids are qualified to satisfactorily perform the Contract.
- 13.2 The determination will take into account the Bidder's financial, technical and production capabilities, in particular its Contract, work in hand, future commitments, current litigation, if any, and past performance. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Employer deems necessary and appropriate.



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- 13.3 Determination of eligibility may be done simultaneously with techno-commercial clarifications. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply/ work order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder. However, affirmative determination of eligibility shall be pre-requisite for opening of price bid.
- 13.4 The capabilities of the Sub-Contractor or Vendors proposed in Attachment 4 (as per ITB sub-clause 7.2(d)) to the bid will also be evaluated for acceptability. Should a Sub-Contractor or Vendor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable Sub-Contractor/Vendor without any change to bid price.

14. Price Bid Evaluation

- 14.1 - First of all, compliance of requirement pertaining to EMD, Cost of Tender and Integrity Pact shall be ascertained. Part-I of the tenders shall be evaluated as per clause of IFB and ITB
- Thereafter credentials of the bidders will be evaluated with respect to the specified Qualifying Requirements.
 - Techno-commercial evaluation shall be carried out based on the tender documents and the bids submitted in response. The tenders shall be evaluated for complete scope of work. If necessary, techno-commercial discussions may be held with the bidders.
 - Employer, if required, will obtain clarifications on tenders by requesting for such clarifications from any or all the bidders. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply/ work order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.
 - All the qualified bidders would be brought at par with reference to NIT, technical specification, ITB, SCC and GCC and subsequent techno-commercial discussions/clarifications.
 - Part-III, Price bid shall be opened and evaluated in respect of only those bidders who meet the specified qualifying Requirements and whose tender (Part-II) is determined to be techno-commercially acceptable.
 - The Employer shall inform and communicate the date, time of opening of price bids, to the Bidders whose offers are found to be techno-commercially acceptable.



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The method of evaluation is illustrated below:

Illustrative Method of Evaluation

Any Bidder (In INR)

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

 2. **Evaluated Bid Price** as per BOQ1 of “Envelope3 (Excel Sheet) in Template Format” = Total of (Schedule-1 + Schedule-2 + Schedule-3 + Schedule-4 + Schedule-5) = N

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

Based on the **lowest Initial Price Offer**, the Employer reserves the right to initiate an e-Reverse Auction process at the discretion of the Employer by fixing the “**Opening Price**” i.e. the **base price/ start price** for online Reverse Auction/Bidding.

In case , the Employer chooses to conduct an e-Reverse Auction process , after opening of price bids, the Employer will conduct online Reverse Auction/Bidding after two (2) hrs. from opening of “Envelope3 (Excel Sheet) in Template Format”, within the Bidders who’s Initial Price Offer have been opened by the Employer [excluding the H1 Bidder (i.e. highest initial price offer), if the offer techno-commercial compliant bidders are 4 or more]. The procedure for online e-Reverse Auction is detailed below. In case, the Employer chooses not to conduct the e-Reverse Auction, Financial opening of the tender shall be concluded and the bidder whose **Evaluated Bid Price** is the lowest shall be termed as the “L1 Bidder”.

The Employer reserves the right to initiate/not initiate an e-Reverse Auction process at the discretion of the Employer and in this regard the Employer’s decision shall be final and binding on the Bidders. Bidders shall certify their compliance in this regard by their ‘No Deviation Certificate’ submitted alongwith their bid as per Annexure-31 of “Bid Forms and Procedures”.

ON LINE REVERSE AUCTION/BIDDING (If applicable):

- (i) The Bidder that submits the **lowest Final Price Offer** at the conclusion of online Reverse Auction/Bidding process, i.e. the Closing Price, shall be termed as the “L1 Bidder”.

- (ii) Similarly, the Bidders that submits the **next lowest Final Price Offer** at the conclusion of online Reverse Auction/Bidding process shall be termed as the “L2 Bidder”, “L3 Bidder” “L4 Bidder” and “L5 Bidder”, as the case maybe.

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

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12.4 Online Reverse Auction/Bidding procedure as per the Terms & Conditions of the NIT: shall be followed as under:

- (i) In case , the Employer chooses to conduct an e-Reverse Auction process, “On Line Reverse Auction/Bidding” shall be conducted by the Employer between the Bidders, who are found eligible for participating in the Reverse Auction/Bidding by the Employer, following the procedure as mentioned in this NIT.
- (ii) After publishing the Reverse Auction /Bidding by the Employer in the e-tender portal, the eligible bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) can be able to view the “Opening Price” i.e. the base price/ start price for On Line Reverse Auction/Bidding, the Bid Decrement value, Maximum Seal percentage, Start time & end Time.
- (iii) During the On Line Reverse Auction/Bidding, Bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction / Bidding:
 - a) Auction Start Price/Opening Price.
 - b) Bid Decrement value/Price
 - c) Reverse Auction Start time & end time.
 - d) Best Bid in the Bidding (Current L1Price)
 - e) Bidders bid submitted date & time
 - f) Extensions, if any
- (iv) During the On Line Reverse Auction/Bidding, the above Bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) shall be permitted to place their **Next Bid Price / Final Price Offer** provided that his Bid Prices shall be less than a minimum bid decrement or in multiples of decremental value from the Last Bid Price received/displayed in the system up to above Max Seal %.
 - In case of a discrepancy between words and figures and/ or arithmetic error in totaling, corrected arithmetic total will be considered. If the bidders do not accept the correction of errors, its bid will be rejected and forfeit EMD
 - In case of arithmetic error in totaling, corrected arithmetic total will be considered.
 - It may be noted that Bid evaluation shall be done on effective prices basis i.e Landed cost to the Employer inclusive of all taxes, duties, levies, cess, etc. as on base date
 - Contract Price of Bidder for the Indian Rupee portion shall include all Taxes, Duties, Cess, Levies etc. at applicable rates prevailing on base date of submission of Original Price Bids or Updated Price Bid, whichever is later.
 - **The Bidder shall quote his price conforming to the Performance Guarantee parameters and the acceptable limits as specified in the Technical Specifications**
 - The Price of recommended spare/operation & maintenance spares quoted in Price Schedule-6 shall not be considered for evaluation of Bids

15. Award Criteria

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- 15.1 Subject to ITB Clause 16, the Employer will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid.

16. Employer's Right to accept Any Bid and to reject Any or All Bids

- 16.1 The Employer reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of grounds for the Employer's such action.

17. Letter of Award

- 17.1 Prior to the expiration of the period of Updated bid validity, the Employer will notify the successful Bidder in writing by issuing LOA through email followed by hard copy handing that its Bid has been accepted. The said LOA/PO/Work Order will constitute the formation of the contract and shall in all respect be deemed to be and shall be constructed and shall operate as an Indian Contract as defined in the Indian Contract Act 1872 and all payments thereunder shall be made in Rupees. On receipt of such Letter of Award, the successful Bidder has to accept the same within 10 days from such issuance date.

If the award is without qualification / condition the notification of award will constitute the formation of the Contract. If the award is made with some qualification / condition, then upon the Bidder's acceptance of such qualification / condition the Contract will be constituted.

18. Signing of Contract Agreement

- 18.1 Contract agreement shall be executed after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC (TIA/ Signing authority as per DFP) and authorised signatory of Contractor.
- 18.2 Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the draft agreement (wherever applicable) to the Supplier for finalization of the Contract Agreement in Non-judicial stamp paper for signature, incorporating all agreements between the parties for execution.
- 18.3 The Contractor should acknowledge and unconditionally accept and return the Contract Agreement in **Non-judicial stamp** paper within 14 days from the date of issue of Letter of Award. Both the parties will sign & date the Contract agreement after receipt and verification of the requisite performance security (wherever applicable). If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.
- 18.4 Out of 2 sets of original Contract Agreement, the Contractor shall be provided with one signed original and the other will be retained by the Employer. Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with at least eight (8) scan copies and three (3) soft copies of the Contract Agreement(s) within thirty (30) days after signing of the Contract.
- 18.5 Non- execution of Contract Agreement by the Contractor within 30 days from the date of issue of Letter of Award (LOA), due to the fault of the Contractor, will

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constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate..

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

19. Performance Security (Performance Bank Guarantee)/Security Deposit

- 19.1 To ensure due performance of the contract, the Contractor receiving the LOA is required to furnish the required performance security within twenty-one (21) days from the date of issuance of Letter of Award in the prescribed form by the specified date as mentioned in the Tender. Performance security should be for an amount of five (5) % of the value of the contract as specified in the tender documents in the form of "Unconditional Bank Guarantee((including e- Bank Guarantee) as per the format provided in this Tender documents (Form No.9 of VOL-I of this NIT) issued from any commercial bank in India (as per the list provided in Annexure-III of ITB) and having validity up to 365 days beyond the date of completion of all contractual obligations of the contractor including Defect Liability period /warranty period as applicable plus six months claim period thereafter/ in the form of Insurance Surety Bonds having validity up to 365 days beyond the date of completion of all contractual obligations of the contractor including Defect Liability period /warranty period as applicable / in the form of Account payee demand draft/ in the form of Fixed deposit receipt from a commercial bank/ in the form of online payment in an acceptable form. However, in case of delay in completion, the validity of this Bank Guarantee shall be extended by the period of such delay.

In case the contractor is a consortium, the Performance Bank Guarantee shall be submitted by each individual member of the Consortium in proportion to their participation in the project.

In addition to Performance Security (5%), a percentage (5%) of each running bill (periodic/ interim payment) to be withheld as Security Deposit/ retention money until final acceptance.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to DVC at the following stages:

- i) After the amount reaches half the value of the limit of retention money; and
- ii) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking over certificate; if the Taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section

The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the Defect Liability Period of the works or final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.



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- 19.2 The earnest money/EMD , instead of being released may form part of the security deposit.
- 19.3 No payment, whatsoever will be made till the acceptance of security deposit as per the terms of the Contract.
- 19.4 In case banks refuse to issue BG having Claim Period separately, the validity period of the BG may be taken as guarantee period plus six months.
- 19.5 In case the Contractor fails to submit the performance security within 30 days from the date of issuance of Letter of Award(LOA), DVC without any prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security and shall short-close the contract and re-tender and in this re-tender such defaulting Bidder will not be allowed to participate.
- 19.6 Performance Security shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than a specified date ["365 days for Works Contract"] of end of all contractual obligations of the contractor including Defect Liability period /warranty period as applicable.
- 19.7 The earnest money/EMD wherever applicable, instead of being released may form part of the Security Deposit. In case the EMD is in the form of a bank guarantee and it forms part of the security deposit it should remain valid up to defect liability period plus 1 (one) year.
- 19.8 Additional Performance Bank Guarantee (If applicable) of 5% of the Contract price shall be furnished by Parent/Holding Company or any other subsidiary company of the Parent/Holding Company of the bidding Indian subsidiary company within 30 (thirty) days from the effective date of contract directly to the Employer to be kept valid up to 365 days beyond the defect liability period. The Employer shall have the right to encash the additional performance bank guarantee for non-compliance of any or all the terms & conditions of the Joint Deed of Undertaking (Annexure-11 of "Bid Forms & Procedure") as well as for shortfall in guaranteed values.
- 19.9 The performance security will be forfeited and credited to DVC's account in the event of a breach of contract by the Contractor. Forfeiture of Performance Bank Guarantee is liable to GST at applicable rate.

20. Risk Purchase Action

- 20.1 Failure of the successful Bidder to comply with the requirements of **ITB Clause 18 or Clause 19** shall constitute sufficient grounds for the annulment of the award, forfeiture of the bid security and execution of facilities at the risk and cost of the successful bidder.

21. Transfer of Bid Document

- 21.1 Bidder who has purchased the Bidding Documents is not permitted to transfer the Bidding Documents to any other party for submitting bids on its behalf. Similarly transfer of bids submitted by one Bidder to another Bidder is not permissible.

22 Integrity Pact

- 22.1 The Bidders shall sign an integrity pact and attach the same with his Bid. The

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format for the integrity pact is attached along with the documents.

The Integrity Pact has to be duly signed in all pages by authorised signatory by the Proprietor/Owner/Partner/ Director or by their duly Authorized signatory. In case of failure to submit the Integrity Pact along with offer/bid duly signed in all pages by authorised signatory as mentioned above, will disqualify the offer/bid.

23 Compliance with Company Law

- 23.1 The Bidder must declare whether the proprietor/ partner of the firm/ Director of the limited company has any relation with any employee working in the Plants/ Units concerned or director of DVC including its subsidiaries and if so, the details or the relation thereof must be furnished.

24. Banning Clause

- 24.1 In case where the business firm happens to have been banned / suspended by 'Any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal(CPPP)' and the ban/ suspension is still in force on the date of bid opening of techno-commercial bid or on the date of issuance of LOA/PO/Work Order /LOA-cum-Work Order , the offer of the business firm /authorized agent/distributor/dealer/affiliates shall not be considered for all establishments of DVC.
- 24.2 If at any point subsequent to award of Contract, the declarations given above are found to be incorrect, DVC shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

25. Debarment policy

Debarment of firms from Bidding:

Debarment :

Registration of suppliers/ contractors/ consultants/ service providers and their eligibility to participate in DVC's procurements is subject to compliance with Code of Integrity for Public Procurement and good performance in contracts.

Debarment from Bidding: -

I. A bidder shall be debarred if he has been convicted of an offence-

- a) Under the Prevention of Corruption Act, 1988; or
- b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

II. A bidder debarred under sub-section (I) or any successor of the bidder shall not be eligible to participate in a procurement process of DVC for a period not exceeding three



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years commencing from the date of debarment.

Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

III. DVC may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. DVC will maintain such list which will also be displayed on its website.

IV. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.


Guidelines on Debarment of firms from Bidding: -

The guidelines are classified under following two types: -

- i. In cases where debarment is proposed to be limited to DVC, the appropriate Orders can be issued by DVC itself, thereby banning all its business dealing with the debarred firm.
- ii. Where it is proposed to extend the debarment beyond the jurisdiction of DVC i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

A. Definitions:

1. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
2. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
 - a. Whether the management is common;
 - b. Majority interest in the management is held by the partners or directors of banned/suspended firm.
 - c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
 - d. Directly or indirectly controls or is controlled by or is under common control with another bidder.
 - e. All successor firms will also be considered as allied firms.
3. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

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B. Debarment of Firms only in DVC:

1. Orders for Debarment of a firm/Contractor irrespective of whether it is known/approved or otherwise, shall be passed by DVC with the approval of HOP (in case the Contract issued from site / ED (C&M) in case the Contract issued from HQ), keeping in view of the following:
 - a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years as mentioned below:

Grounds for debarment up to One year:

1. Backing out of L-1 Bidder.
2. Refusal of L-1 Bidder to give break-up of price.
3. If the Agency fails to accept the award of contract or has abandoned or repudiated the Contract.
4. If the Agency fails to submit Performance Security within stipulated timeframe as per Contract terms,
5. If the Agency fails to execute the Contract Agreement within stipulated timeframe as per Contract terms.
6. Either fails to commence work on the facilities in terms of the contract or suspends progress of Contract.
7. Fails to achieve or complete the contract milestones with the time schedule stipulated in the Contract.
8. Suspends/stops work on any unfounded pretext including compensation, claims beyond Contract.
9. Fails to complete the Guarantees in the time limit indicated in the Contract.
10. Diverts funds advanced to the Contractor for purposes other than the Contract.
11. Does not deploy or withdraws the technical staff or equipment considered necessary as per terms & conditions of Contract.
12. Fails to furnish the required deliverables as required under the terms & conditions of Contract.
13. Does not supply material or supplies material of inferior quality or work executed is of poor quality which is not as per the Technical Specifications of the Contract.
14. Does not fulfil the obligations as required under the Contract.
15. Violates terms & conditions of the Contract.
16. Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or



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any portion thereof without prior written approval of the Employer.

17. The finished work either permanently fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it.
18. If the Agency fails to comply with any of the statutory laws and regulations in force, in totality, even after completion of work.
19. If the Central Vigilance Commission, Central Bureau of Investigation or any other Central government investigating agency/department recommends such a course in respect of a case under investigation.
20. If the security consideration including questions of loyalty of the Agency to the state so warrants.

Grounds for debarment up to two years:

1. If a disaster/ major failure/ accident/ collapse of a structure/ system caused during erection or during defect liability period due to negligence/ design deficiency/ poor execution of the contractor, or any other reason attributable to contractor, or any other reason attributable to contractor.
2. If the Director/ Owner of the Agency, proprietor or partner of the Agency is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to its business dealings with the government or the Employer during the last three years.
3. If the proprietor of the Agency has been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders etc.
4. If the Agency continuously refuses to return/ refund the dues of the Employer without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law.
5. If the Agency uses intimidation/threatening or brings undue outside pressure on the Employer or its official in acceptance/ performance of the job under the contract.
6. If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations.
7. If the Agency wilfully indulges itself in supplying sub-standard material which are not as per Technical Specifications of the Contract irrespective of whether pre-dispatch inspection was carried out by the Employer or not.
8. If the Agency misuses the premises or facilities of the Employer, forcefully occupies, tampers or damages the Employer's properties including land, water resources, forests/trees, etc.
9. If the agency fails to disburse labour payments within stipulated timeframe as per contract on continuous basis for three or more months.
10. If the Agency is declared bankrupt or insolvent or its financial position has become



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unsound and in the case of a limited company, it is wound up or liquidated.

11. It there is an established record of litigant nature of the Agency to derive undue benefit.
12. Continued poor performance of the Agency. (In case Performance Rating of the vendor is 'Unsatisfactory', in a single contract in two consecutive billing cycles).
13. It the Agency violates the provisions of the Integrity Pact.
14. If business dealings with the Agency have been banned by the Ministry of Power or Govt. of India and the ban is still in force.
15. If security consideration including questions of loyalty of the Agency to the state so warrants.

(Note: The above grounds are not exhaustive. The competent authority may decide to debar an Agency for any good and sufficient reason beyond and inclusive of the above.)

- a) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- b) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.
- c) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, noncompetitive levels.
- d) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- e) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of DVC who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from DVC with an intent to gain unfair advantage in the procurement process or for personal gain; and
- f) "Obstructive practice": materially impede DVC's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring



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entity's rights of audit or access to information.

Note on Conflict of Interest in case of consultants:

- i) The consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or his/its own corporate interests, and acting without any consideration for future work.
- ii) The consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of its client/Procuring Entity. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its/his contract during execution of the assignment.
- iii) Without limitation on the generality of the foregoing, and unless stated otherwise in the data sheet for the RfP document, the consultant shall not be hired under the circumstances set forth below:
 - a) **Conflicting activities:** a firm that has been engaged by the client to provide goods, works, or nonconsultancy services for a project, or any of its affiliates, shall be disqualified from providing Consultancy service resulting from or directly related to those goods, works, or non- Consultancy services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or works or no consultancy services resulting from or directly related to the consultancy services for such preparation or implementation.
 - b) **Conflicting assignments:** Consultants (including its experts and sub-- consultants) or any of their affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant for the same or for another Procuring Entity; and
 - c) **Conflicting relationships:** A consultant (including its/his experts and sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of: (i) the preparation of ToR for the assignment; (ii) selection process for the contract; or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and execution of the contract.

2.3 Obligations for Proactive Disclosures:

- i) Procuring authorities as well as bidders, suppliers, contractors and consultants/ service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above — pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last



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three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the Procuring Entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidders' actions in the tender and subsequent contract.

2.4 Punitive Provisions: Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement:
- a) Forfeiture or encashment of bid security
 - b) Calling off of any pre-contract negotiations, and;
 - c) Rejection and exclusion of the bidder from the procurement process
- ii) if a contract has already been awarded:
- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement.
 - c) Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year.
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Member (Secretary), DVC, with the Competition Commission of India.
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

C. Debarment of Firms beyond the jurisdiction of DVC:

Where DVC is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments of GOI by debarring the firm from taking part in any bidding procedure floated by the concerned Central Government Ministries/ Departments, DVC after obtaining the approval of the Chairman, DVC, will forward to DoE, MoF, GOI with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. However, DVC,

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before forwarding the proposal to DoE, MoF, GOI will ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by the firm).

If DoE, MoF, GOI realizes that sufficient opportunity has not be given to the firm to represent against the debarment, such debarment requests received from DVC shall be rejected.

DoE, MoF, GOI can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE, MoF, GOI can also take suo-moto action to debar the firms in certain circumstances. DoE, MoF, GOI will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.

The firm will remain debarred only in DVC during the interim period till the final decision taken by DoE, MoF, GOI.

No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/ Departments/ Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order by DoE, MoF, GOI. DoE, MoF, GOI will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal (CPPP).

D. Effect of Debarment/ Banning:

1. No new contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of debarment order by 'any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)' and the ban / suspension is still in force.

Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of techno-commercial bid nor debarred on the date of issuance of LOA/PO/Work Order/LOA-cum-Work Order. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

2. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
3. Existing Contracts before issuance of debarment order shall not be affected by the debarment orders.
4. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".
5. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.



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6. The period of debarment shall start from the date of issue of debarment order.
7. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.
8. Ordinarily, the period of debarment should not be less than six months.
9. In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

E. Debarment Procedure:

- (i) Any Contract terminated on the grounds as mentioned under clause No. B.1.a of this debarment policy, shall lead to suspension of the vendor for a period of 03 (three) months. Intimation of suspension shall form an integral part of the Contract termination order. The suspension may be extended by 01 (One) more months if decision on debarment is not finalized.
- (ii) User department or Engineer in charge will move the case which will be processed by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ and put up for approval from HOP in case the Contract issued from site / ED (C&M) in case the Contract issued from HQ, after vetting of Legal Department. In cases where investigation has been carried out by Vigilance Department or CBI etc. the Notice of default will also be vetted by vigilance department before issuance. However, where TAA is Board or Chairman approval from concerned Member to be obtained.
- (iii) After obtaining approval, a Show Cause Notice will be issued by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ indicating clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations.
- (iv) The firm/contractor may be given a period of 30 days to submit their representation if any, against the Show Cause Notice, including personal hearing if requested by firm.
- (v) Thereafter, the appropriate debarment order may be issued by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ, only after perusing the representation of the firm/contractor, if any, received in reply to Show Cause Notice incorporating the reasons for taking such action and vetting of Legal Department.
- (vi) In case no reply to show cause notice is received within stipulated time, appropriate speaking order for debarment shall be passed ex-parte.
- (vii) The order must specifically mention the fact that the reply to the show cause Notice, if any, has been considered by the said authority. The ex-parte order shall contain the fact that the reply to show cause notice has not been received within stipulated time.
- (viii) The entire process of banning to be completed within 45 days from the date of show cause notice.

F. Revocation of Debarment Orders by DVC:

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1. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
2. A debarment order may be revoked before the expiry of the Order only with the approval by Chairman, DVC, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
3. If an approved/known vendor/enlisted contractor is debarred by DVC and his name is delisted from the list of approved/known vendors/enlisted contractors, the name of the firm/contractor may not be included/ registered after the debarment period is over, unless the concerned Executive Director is satisfied that the said firm/contractor should be included in the list of approved/ known vendors/enlisted contractor.

G. Safeguarding DVC's Interests during debarment of supplier/ contractor/ consultant/ service provider:

Suppliers/ contractors/ consultants/ service providers are important assets for the procuring entities and punishing delinquent suppliers/ contractors/ consultants/ service providers should be the last resort. It takes lot of time and effort to develop, register and mature a new supplier. In case of shortage of suppliers/ contractors/ consultants/ service providers in a particular group of materials/equipment, such punishment may also hurt the interest of DVC. Therefore, views of the concerned department may always be sought about the repercussions of such punitive action on the continuity of procurements. Past records of performance of the supplier may also be given due weightage. In case of shortage of suppliers/ contractors/ consultants/ service providers and in cases of less serious misdemeanors, the endeavor should be to pragmatically analyse the circumstances, reform the supplier and get a written commitment from the supplier that his performance will improve. If this fails, efforts should be to see if a temporary debarment can serve the purpose.

26. Preference to Make In India and granting of purchase preference to local suppliers:

- 26.0** It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment.

Any 'Bidder (including its Collaborator/Associate/ 'DJU Partner' / 'JV partner' / 'Consortium Member' /Assignee, wherever applicable)", "sub-contracting works to any contractors" and "procurement of goods by the bidder directly/indirectly from the vendors" from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Department of Expenditure, Public Procurement Division, MOF vide F.No.6/18/2019-PPD dated 23/07/2020 (Public Procurement No.1 & Public Procurement No.2) and dated 24/07/2020 (Public Procurement No.3) and its subsequent revisions/amendments (if any) issued by MoF, GOI or, by MoP, GOI time to time. However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.



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

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

26.1 Definitions:

- a) '**Local content**' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent
- b) '**Class-I Local supplier**' means a supplier or service provider whose goods, service or works offered for procurement meets the minimum local content as prescribed for Class-I Local supplier.
- c) '**L1**' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) '**Nodal Ministry**' means the Ministry or Department identified in respect of a particular item of goods or services or works
- e) '**Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on DVC tender (Annexure-IV to ITB).
- f) '**Minimum local content** - The minimum local content shall be 60% for 'Class-I local supplier'.

26.2 Verification of Local Content:

The Bidder shall be required to provide, in Annexure-28 self-certification / declaration that the Item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made

The Class-I local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

"Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP, GOI vide Order dated 28-07-2020.

False declarations will be dealt in line with the Fraud Prevention Policy of DVC.

A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Instructions to Bidders



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Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for preference under the aforesaid procedures for duration of the debarment. The local supplier shall be required to furnish a confirmation in this regard.

26.3 Local Sourcing:

The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

27. The Bidder also has to certify the following:

- (i) We have read the orders of Department of Expenditure, Public Procurement Division, MOF vide F.No.6/18/2019-PPD dated 23/07/2020 (Public Procurement No.1 &Public Procurement No.2) and dated 24/07/2020 (Public Procurement No.3)and its subsequent revisions/amendments (if any) issued by MoF, GOI or, by MoP, GOI time to time, regarding restrictions on procurement from a bidder of a country which shares a land border with India (except for the Countries to which the Government of India has extended lines of credit or, in which the Government of India is engaged in development projects) and on sub-contracting of works to contractors from such countries (except for the Countries to which the Government of India has extended lines of credit or, in which the Government of India is engaged in development projects) and we further certify that we fulfill all requirements in this regard and are eligible to be considered.
- (ii) We have read the MoP, GOI's orders vide no. 25-I I/6/2018-PG dated 02.07.2020& vide no. 11/05/2018-Coord dated 23.07.2020 and its subsequent revisions/amendments (if any) issued by MoP, GOI time to time with regards to "testing of imported items to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, considering vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment" and to "Procure equipment from manufacturers figuring in the 'Approved list of Models and Manufacturers (ALMM)' for power sector in connection with "Measures for contributing towards 'Atmanirbhar Bharat' and 'Make inIndia' through phased Indigenization in Power Sector" and we further certify that we will follow all requirements in this regard and are eligible to be considered.
- (iii) We have read the MoP, GOI's order vide no. No.11/05/2018-Coord. dated 28.07.2020 & 17.09.2020 and its subsequent revisions/amendments (if any) issued by MoP, GOI time to time with regards to "Procurement only from the local suppliers for the items as mentioned in Annexure-I of the above order dated 17.09.2020 and from Manufacturers holding intellectual property rights and where there is a transfer of technology for the items as mentioned in Annexure-II of the above order dated 28.07.2020" and "verification of self declarations and auditor's/ accountant's certificates on Local Content submitted by the manufacturer/ supplier randomly and in case of complaint by the committee constituted vide the above order. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee" and we further certify that we will follow all requirements in this regard and are eligible to be considered.



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Note: A certificate in Bidders letter head have to be submitted alongwith the Bids as per Annexure-23 of "Bid Forms and Procedures".



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Annexure - 1

Instruction to the Bidders for the e-submission of the bids

- a) The Bidders must visit the website <https://etenders.gov.in/eprocure/app> to download the notification / blank tender documents relating to Tender No DVC-RM&U- 01 /2023 Dtd. 10.02.2023.
- b) The detailed NIT includes Techno-Commercial Document and Price Bid document. These documents should be downloaded from the website.
- c) The Bidders must fill all the details in the Price-bid document [in “Envelope3 (Excel Sheet) in Template Format” Online] and Techno-Commercial Document [in “Envelope-1, hard copy” offline and “Filled up Envelope2 (Techno-commercial Bid) in excel format & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT” online] after going through the NIT. The specific instructions of filling in the details are mentioned in the documents itself. Bidders are requested to study the instructions carefully before filling the documents.
- d) Bidder has to fill details of banker for making payment through RTGS/NEFT in Annexure-17 of Bid Forms and Procedures (To be submitted only online along with technocommercial bid).
- e) After filling all the documents, the Bidder has to upload “Envelope3 (Excel Sheet) in Template Format”, “Envelope2 (Techno-commercial Bid) in Excel sheet” & “ Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT” online in the website.
- f) 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.
- g) Details of EMD & cost of tender documents must be filled in the space provided in the website.
- h) Self certified scanned copies of all relevant documents e.g. Recent PO copies, GST Registration Certificate, documents in support of Qualifying Requirement etc., wherever needed, must be uploaded in the website **as Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT**. However DVC reserves the right to call for original documents, failing which, the offer is liable for rejection.
- i) Addendum/Corrigendum/modification/extension, if any, shall be published only in the website (<https://etenders.gov.in/eprocure/app>) .
- j) DVC shall not be responsible in any way for any delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.



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Annexure-2

BUSINESS RULES FOR ON LINE REVERSE AUCTION / BIDDING

1.1. Definition of Key Terms – Reverse Auction/Bidding:

Reverse Auction/Bidding: Reverse Auction/Bidding is used to procure supply/services, where the participants are required to Bid down the price to be selected to supply/services as per the NIT requirement.

On-line Reverse Auction/Bidding: On-line Reverse Auction/Bidding refer to those Reverse Auction/Bidding conducted through the Internet with simultaneous Bidding by the Bidders (from one or more locations). In other words, the venue for the Auction/Bidding is on an Internet website/ platform [<https://etenders.gov.in/eprocure/app>].

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.

Bidder: Bidder is the individual/business entity participating in the Reverse Auction/Bidding, intending to perform the services to the Client. Bidder has to provide written Acceptance of on Line Reverse Auction/Bidding.

Preview Time: Preview Time refers to the period of time that is provided prior to the commencement of Bidding. This is to facilitate approved participants to view the Reverse Auction/Bidding details such as item specifications, Bidding details. The purpose is also to familiarize participants with the functionalities and screens of the Auction/Bidding mechanism.

Start Time: Start time refers to the time of commencement of the conduct of the On-line Reverse Auction / Bidding. It signals the commencement of the Price Discovery process through competitive Bidding.

Duration of the Reverse Auction / Bidding: 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 Reverse Auction/Bidding 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. All timings of the online Reverse Auction / Bidding shall be based on the time indicated by the server.

End of the Reverse Auction / Bidding: End of the Auction/Bidding refers to the termination of the Bidding event signalling an end to the price discovery process.

Base/Start/Opening Bid Price for Reverse Auction/Bidding: After publishing the Reverse Auction /Bidding by the Employer in the e-tender portal the "Opening Price" i.e. the base price/ start price for On Line Reverse Auction/Bidding can be viewed by only the Qualified Bidders who are found eligible for participating in the Reverse Auction/Bidding by the Employer, following the procedure as mentioned in this NIT. However, Qualified Bidders are permitted to place their Bid Price, during the online Reverse Auction/Bidding provided that the Bid Decrement value shall be at least the minimum Bid decrement amount as provided by the Employer.

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



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1.2 Reverse Auction/Bidding Extension Time:

- a. The process of online Reverse Auction/Bidding shall initially be held for a period of 1 hrs. In the event of a Bid received in the last 05 minutes, if the resulting in a change of prevailing L1 price, the period of the auction shall get extended automatically by 05 minutes from the time of submission of such Bid. This process will continue till no change in L1 price takes place in the last 05 minutes.
- b. It may be noted that the auto-extension will take place only if a valid Bid comes in those last 05 minutes.
- c. If a Bid does not get accepted as the lowest Bid, the auto-extension will not take place even if that Bid might have come in the last 05 minutes.
- d. However, Bidders are advised not to wait till the last moment to enter their Bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.
- e. During the Reverse Auction / Bidding period, if no Bid is received at DVC's end, then the Employer will take further decision on the Tender, at its sole discretion, without assigning any reason.
- f. In case, the online Reverse Auction / Bidding is inconclusive on account of system malfunctioning or break in internet connectivity at DVC's end, Reverse Auction / Bidding shall be reconducted by DVC on the same day, or some other day.
- g. If the Bidder make any mistake in submission in Reverse Auction / Bidding, DVC shall not be responsible for the same and no request shall be entertained for the mistake committed by the Bidder. DVC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

2.1 Post Reverse Auction/Bidding Procedure:

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

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

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



- 1) The philosophy followed for Reverse Auction / Bidding shall be English Reverse (No ties).
- 2) There will not be any public opening of Reverse Auction / Bidding.
- 3) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc. before start of the online Reverse Auction / Bidding.
- 4) At no point of time will any Bidder be able to names of the other Bidders.



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- 5) Upon receipt of the system report after completion of the Online Reverse Auction / Bidding, Closing Price will be considered for further processing. DVC's decision on award of contract shall be final and binding on all the Bidders.
- 6) DVC reserves the right to cancel/reschedule/extend the Reverse Auction / Bidding process/tender at any time, before ordering, without assigning any reason.
- 7) DVC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of DVC shall be binding on the Bidders.
- 8) Other terms and conditions shall be as per Bidder's Techno-Commercial Proposals and as per DVC's Tender documents and other correspondences, if any, till date.
- 9) Bidders shall ensure online submission of their 'Bid Price' for Reverse Auction / Bidding Period within the online Reverse Auction / Bidding Period.
- 10) DVC/DVC's authorized service Provider will provide all necessary training and assistance before commencement of Reverse Auction / Bidding, if asked by any Bidder before the date of opening of Envelope3 (Excel Sheet) in Template Format -Price Bid . DVC/DVC's authorized service Provider shall also explain the Bidders, all the rules related to the Reverse Auction / Bidding Rules to be adopted along with Reverse Auction / Bidding Manual.
- 11) Business rules for Reverse Auction / Bidding like event date, time, Bid decrement, extension etc. shall be as per the rules, enumerated above, for compliance.
- 12) Bidders should acquaint themselves of the 'Business Rules of Reverse Auction / Bidding' stipulated at above.
- 13) If the Bidder or any of his representatives are found to be involved in Price manipulation/cartel formation of any kind, directly or indirectly by communicating with other Bidders, action as per extant DVC guidelines, shall be initiated by DVC.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
- 15) Period of validity of Prices received through Reverse Auction / Bidding shall be same as that of the period of validity of Bids offered.
- 16) Bidders may note that, although extension time is 'X' minutes, there is a time lag between the actual placing the Bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last minute hosting of the Price Bid.
- 17) Participating Bidder will agree to non-disclosure of trade information regarding the purchase, identity of DVC, Bid process, Bid technology, Bid documentation and Bid details.
- 18) It is brought to the attention of the Bidders that the Bid event will lead to the final price only.
- 19) Order finalization and post order activities would be transacted directly between successful Bidder and DVC.
- 20) Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.

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- 21) No queries shall be entertained while Reverse Auction / Bidding is in progress.
- 22) DVC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
- 23) Bidders may note that it may not be possible to extend any help, during Reverse Auction / Bidding, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.
- 24) For access to the Bidding site, the following URL is to be used: <https://etenders.gov.in/eprocure/app>. For user guidance please follow the manual which is there in the website.
- 25) **Final rate of individual items of the L1 Bidder shall be calculated on the basis of final percentage (%) of reduction/ decrement during e-Reverse Auction from the initial price offer as received from that L1 Bidder.**

2.3 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. & Tile
 - Check points for starting real time Bidding
 - Check the details of Reverse e-Auction participating for,
 - Had taken the vendor training
 - Correct Item name that is set for Reverse e-Auction

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



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Annexure-III

LIST OF SCHEDULED COMMERCIAL BANKS AS PER RBI (SOURCE RBI WEBSITE)

A. List of Scheduled Public Sector Banks:

1. State Bank of India
2. Bank of Baroda (Including Vijaya Bank and Dena Bank)
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank (Including Syndicate Bank)
6. Central Bank of India
7. Indian Bank (Including Allahabad Bank)
8. Indian Overseas Bank
9. Punjab National Bank (including Oriental Bank of Commerce and United Bank of India)
10. Punjab & Sind Bank
11. Union Bank of India (including Andhra Bank and Corporation Bank)
12. UCO Bank

B. List of Scheduled Private Sector Banks

1. Axis Bank Ltd.
2. Bandhan Bank Ltd.
3. CSB Bank Ltd.
4. City Union Bank Ltd.
5. DCB Bank Ltd.
6. Dhanlaxmi Bank Ltd.
7. Federal Bank Ltd.
8. HDFC Bank Ltd
9. ICICI Bank Ltd.
10. IndusInd Bank Ltd
11. IDFC First Bank Ltd.
12. Jammu & Kashmir Bank Ltd.
13. Karnataka Bank Ltd.
14. Karur Vysya Bank Ltd.
15. Kotak Mahindra Bank Ltd
16. Lakshmi Vilas Bank Ltd.
17. Nainital Bank Ltd.
18. RBL Bank Ltd.
19. South Indian Bank Ltd.
20. Tamilnad Mercantile Bank Ltd.
21. YES Bank Ltd.



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22. IDBI Bank Ltd.

C. List of Scheduled Small Finance Banks

1. Au Small Finance Bank Limited
2. Capital Small Finance Bank Limited
3. Equitas Small Finance Bank Limited
4. Suryoday Small Finance Bank Limited
5. Ujjivan Small Finance Bank Limited
6. Utkarsh Small Finance Bank Limited
7. ESAF Small Finance Bank Limited
8. Fincare Small Finance Bank Limited
9. Jana Small Finance Bank Limited
10. North East Small Finance Bank Limited
11. Shivalik Small Finance Bank

D. Limited List of Scheduled Payments Banks

1. India Post Payments Bank Limited
2. Fino Payments Bank Limited
3. Paytm Payments Bank Limited

E. List of Scheduled Foreign Banks in India

1. Australia and New Zealand Banking Group Ltd.
2. Westpac Banking Corporation
3. Bank of Bahrain & Kuwait BSC
4. AB Bank Ltd.
5. Sonali Bank Ltd.
6. Bank of Nova Scotia
7. Industrial & Commercial Bank of China Ltd.
8. BNP Paribas
9. Credit Agricole Corporate & Investment Bank
10. Societe Generale
11. Deutsche Bank
12. HSBC Ltd
13. PT Bank Maybank Indonesia TBK
14. Mizuho Bank Ltd.
15. Sumitomo Mitsui Banking Corporation
16. MUFG Bank, Ltd.
17. Cooperatieve Rabobank U.A.
18. Doha Bank
19. Qatar National Bank
20. JSC VTB Bank





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21. Sberbank
22. United Overseas Bank Ltd
23. FirstRand Bank Ltd
24. Shinhan Bank
25. Woori Bank
26. KEB Hana Bank
27. Industrial Bank of Korea
28. Kookmin Bank
29. Bank of Ceylon
30. Credit Suisse A.G
31. CTBC Bank Co., Ltd.
32. Krung Thai Bank Public Co. Ltd.
33. Abu Dhabi Commercial Bank Ltd.
34. Mashreq Bank PSC
35. First Abu Dhabi Bank PJSC
36. Emirates Bank NBD
37. Barclays Bank Plc.
38. Standard Chartered Bank
39. NatWest Markets Plc
40. American Express Banking Corporation
41. Bank of America
42. Citibank N.A.
43. J.P. Morgan Chase Bank N.A.
44. SBM Bank (India) Limited*
45. DBS Bank India Limited*
46. Bank of China Ltd.

* Note: SBM Bank (India) Limited (Subsidiary of SBM Group) and DBS Bank India Limited (Subsidiary of DBS Bank Ltd.) have been issued licence on December 06, 2017 and October 04, 2018 respectively for carrying on banking business in India through Wholly Owned Subsidiary (WOS) mode. They have commenced operations as WOS with effect from December 01, 2018 and March 01, 2019.]

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Annexure-IV

Fraud Prevention Policy

The contractor along with their associate /collaborator /sub-contractors /sub-vendors /consultants [service providers shall strictly adhere to the Fraud Prevention Policy of DVC. The Contractor along with their associate [collaborator /sub-contractors /sub-vendors /consultants /service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organisation to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

POLICY OBJECTIVES:

The "Fraud Prevention Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following:

- (i) To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
- (ii) To provide a clear guidance to employees and others dealing with DVC forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.
- (iii) To conduct investigations into fraudulent activities.
- (iv) To provide assurances that any and all suspected fraudulent activity will be fully investigated.

SCOPE OF POLICY:



The policy applies to any fraud, or suspected fraud involving employees of DVC as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency(ies) doing any type of business with DVC.

DEFINITION OF FRAUD.

As per Section 447 of the Companies Act, 2013, "Fraud" in relation to affairs of a company or anybody corporate, includes any act, omission, concealment of any fact or abuse of position committed by any person or any other person with the connivance in any manner, with intent to deceive, to gain undue advantage from, or to injure the interests of, the company or its shareholders or its creditors or any other person, whether or not there is any wrongful gain or wrongful loss. "Wrongful gain" means the gain by unlawful means of property to which the person gaining is not legally entitled. "Wrongful loss" means the loss by unlawful means of property to which the person losing is legally entitled.

ACTIONS CONSTITUTING FRAUD.

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s), which constitute fraud.

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The list given below is only illustrative and not exhaustive:


- (i) Forgery or alteration of any document or account belonging to the Company
- (ii) Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- (iii) Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- (iv) Falsifying records such as pay-rolls, removing the documents from files and [or replacing it by a fraudulent note etc.
- (v) Wilful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
- (vi) Utilizing Company funds for personal purposes.
- (vii) Authorizing or receiving payments for goods not supplied or services not rendered.
- (viii) Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
- (ix) Any other act that falls under the gamut of fraudulent activity.

REPORTING OF FRAUD:

Any employee of DVC, representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with DVC as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/Corporate Office. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected fraud, then the Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorised person.

INVESTIGATION PROCEDURE:

- (i) The "Nodal Officer" shall, refer the details of the Fraud/suspected fraud to the Vigilance Department of DVC, for further appropriate investigation and needful action.
- (ii) This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Deptt. of their own as part of their day to day functioning.
- (iii) After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter (if it is proved that fraud is not committed etc.) depending upon the outcome of the investigation shall be undertaken under the relevant rules of DVC.
- (iv) Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken

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by them. There shall be constant coordination maintained between the two.

RESPONSIBILITY FOR FRAUD PREVENTION

Every employee of DVC, representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with DVC, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.

REVIEW OF THE POLICY:

The policy will be reviewed and revised as and when needed with the approval of Chairman, DVC.



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SECTION - III

FORM OF CONTRACT AGREEMENT AND APPENDIX



DAMODAR VALLEY CORPORATION (DVC)
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FORM OF CONTRACT AGREEMENT

THIS CONTRACT NO. _____ made this _____ Day of _____, Two thousand _____

BETWEEN

DAMODAR VALLEY CORPORATION (Established by the ACT XIV of 1948) a corporation incorporated under the laws of INDIA and having its principal place of business at DVC TOWERS, VIP ROAD, KOLKATA- 700054, INDIA (hereinafter called "the Employer" or "DVC" which expressions shall unless repugnant to the context or meaning thereof, includes its administrators, successors, executors and assigns) of the one part,


AND

[name of Contractor], a company/corporation incorporated under the laws of [country of Contractor] and having its principal place of business at [address of Contractor] (hereinafter called "the Contractor" which expressions shall unless repugnant to the context or meaning thereof, includes its administrators, successors, executors and assigns) of the other part

WHEREAS the Employer desires to engage the Contractor for the works under the above-named Contract and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

AND WHEREAS

- a) The Employer has decided to _____ (*Name of the Facilities*) at _____, (hereinafter referred to as the "**Facilities**"), and
- b) The Contractor has declared that the Contractor has valuable and specialized knowledge and expertise for providing and executing the above Facilities, and
- c) The Contractor has obtained clarifications on technical and commercial aspects, inspected the site and surroundings of Facilities and has examined and considered all other matters, conditions and things, probable contingencies and generally all matters incidental thereto and ancillary thereof, affecting the execution and completion of the Facilities, and
- d) The Contractor has agreed to undertake design & engineering, civil engineering work, dismantling, renovation, manufacture & supply of plant and equipment, intermediate storage, insurance & handling, erection work, testing, pre-commissioning, start-up & commissioning and demonstration & establishment of performance guarantee parameters of the Facilities as per the scope of works mentioned in the NIT.

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NOW IT IS HEREBY AGREED as follows:

Article 1 Contract Documents

1.1 Contract Documents:

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and Appendices hereto
- (b) All correspondence between the Employer & the Contractor in between issuance of Letter of Award & Signing of Contract Agreement
- (c) Letter of Award
- (d) Pre-bid replies & Amendment/Corrigendum/etc of NIT.
- (e) Price schedule
- (f) Special Conditions of Contract and Appendix hereto
- (g) General Conditions of Contract
- (h) Erection Conditions of Contract
- (i) Technical Specifications
- (j) Integrity Pact
- (k) Any other documents shall be added here

1.2 Order of Precedence:

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions :

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract /Instruction to Bidders/Special Conditions of Contract

Article 2 Contract Price and Terms of Payment

2.1 Contract Price

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be [*amount in words and figures*], or such other sums as may be determined in accordance with the terms and conditions of the Contract.

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2.2 **Terms of Payment** (Reference Appendix-3)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 3 (Terms and Procedures of Payment) hereto

Article 3 **Effective Date:**

3.1 The Effective Date of Contract shall be the date of letter of award (i.e. Zero date)

Article 4 **Time for Completion:**

4.1 The Facilities will be commissioned in 40 months from the Effective Date of the Contract.

Article 5 **Liability of Govt. of India**

5.1 It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt. of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

Article 6 **Appendix**

6.1 The following Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

- 1 Price Schedule
- 2 Time Schedule
- 3 Terms of Payment



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Article 7.

No modifications of this Contract including Appendices hereto, shall be valid unless the same is agreed to in writing by the parties and specifically mentioned as an amendment to the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorised representatives the day and year first above written.

Signed by for and on behalf of the Contractor

Signed by for and on behalf of the Employer

[Signature]

[Signature]

[Designation]

[Designation]

In the presence of _____

In the presence of _____

1) _____
[Signature]

1) _____
[Signature]

[Designation]

[Designation]



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APPENDIX - 1

PRICE FORMAT- ATTACHED SEPARATELY

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APPENDIX - 2

TIME SCHEDULE Applicable for both Unit-1 & Unit-3 (Unit Wise)

1.0 Time Schedule for Completion of the Facilities

1.1 The Facilities will be commissioned within _____ months from the effective date of the Contract as per **Article-4** of the Contract Agreement. The overall time schedule for completion of the Facilities is given below:

S. No.	Items of Work	Commencement (No. of Month from Effective Date)	Completion (No. of Month from Effective Date)
1.	Basic Engineering		
2.	Detailed Design Engineering		
3.	Civil Work		
4.	Supply / Delivery of:		
	i) Mechanical Plant & Equipment including Technological Structures		
	a) Indigenous		
	iii) Electrical Plant & Equipment:		
	a) Indigenous		
6.	Erection:		
	i) Mechanical Plant & Equipment including Technological Structure		
	ii) Electrical Plant & Equipment		
7.	Preliminary Acceptance		
8.	Commissioning		

2.0 Time Schedule for Feedback Data, Drawings and Documents

2.1 Within _____ weeks from the Effective Date of Contract, the Contractor shall submit to the Engineer/ Consultant preliminary list of all drawings and documents by title using the approved numbering system and indicating the schedule of submission of drawings in conformity with the time schedule given in **Clause 2.2** and **2.3** hereof. This list shall be updated and submitted by the Contractor at the end of every quarter of the year.

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2.2 Drawing / Documents for Approval

2.2.1 The Contractor shall submit the various drawings and documents to the Engineer / Consultant for approval, as per the following schedule.

S. No.	Description	No. of Copies	Time of Submission in weeks from the Effective Date of Contract	
			Imported	Indigenous
A	Basic Engineering:			
1.	Name Plate and Numbering System	7		
2.	PERT/CPM Network Level 2	7		
3.	List of Drawing and Documents (for information and to be updated quarterly)	7		
4.	Inspection procedures & Quality Assurance Plan	7		
5.	Site plan / layout drawing showing battery limits and co-ordinated plans of all units and facilities including requirements of utilities and other parameters at battery limits (in 1:500 scale).	7		
6.	Design Engineering Assumptions/ Basic Data	7		
7.	Relay settings with supporting calculation	7		
8.	Turbine Model test results	7		
9.	General arrangement & layout drawings including plans and cross-sections for different units/systems/services including equipment disposition and facilities	7		
10	Civil engineering design criteria	7		
11.	Single line diagrams, block diagrams, GA and layout drawings for electrical system/eqpt	7		
12	Instrumentation and control schemes and sequence logic diagrams, List of	7		



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	Instruments and Instruments data sheets, Panels and desk front view diagrams, Control room layout drawings			
13.	Design criteria, general arrangement and layout drawings for pipework and duct work.	7		
14.	Plans for safety measures	7		
15.	Equipment list and motor list (for information).	7		
B	Design and Engineering:			
1	Technical Data sheets of Turbine, Generator, Generator Transformer, Unit Aux. Transformer and all other equipment under new supply	7		
2	GA & Sectional drawings for foundation of buildings and equipment including cable routes etc	7		
3	Outline architectural drawings of new control room	7		
4.	Structural design drawings (supported by design calculations)	7		
5.	Equipment General arrangement & major assembly and sub-assembly drawings (including equipment for various services)	7		
6.	General arrangement of control desks, etc.	7		
7.	Colour schemes	7		

2.2.2 After approval by the Employer / Consultant, the Contractor shall submit approved drawings and documents in 10 copies, to the Employer.



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2.3 Drawings / Documents for Information / Review

2.3.1 The Contractor shall submit to the Employer for information / review of the drawings and documents as per the Schedule given below :

Sl. No.	Description	No. of Copies	Time of Submission in weeks from the Effective Date of Contract	
			Imported	Indigenous
1.	Cable layout drawings	7		
2.	List of electrical drives	7		
3.	Control schematic of all electrical equipment	7		
4.	Cable tray arrangement, cable schedule and instrument pipe schedule and routings	7		
5.	Lighting, earthing and lightning protection drawings	7		
6.	Terminal plans and interconnection diagrams for electrical equipment.	7		
7.	Conduit drawings and cut out details	7		
8.	Loop schemes, power supply and distribution schemes and panels and desk internal wiring diagrams. External connection including terminal wiring diagrams for power, control and instrumentation cables	7		
9.	Detailed drawings for pipe works and ductwork	7		
10.	Drawings/documents for approval of statutory authorities.	7	As required	As required
11.	Procedure for storage and reconsevation including those for electrical and instrumentation items	7		
12.	Erection drawings, erection specifications and Erection Instructions	7		



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13.	Integrated Operation/ safety and Maintenance Manuals	7		
14.	Installation, erection and commissioning manuals	5		
15.	Manufacturing drawings for spares (excluding those for proprietary items) and Ordering Specifications for spares including spare lists	5		

2.3.2 After "no comment" clearance by the Employer, the Contractor shall submit the final drawings and documents in 10 copies, to the Employer.

2.4 As-Built Drawings and Documents



The Contractor shall submit As- built drawings & documents after performance Guarantee Test, but before release of payment for PG Test certificate.

S. No.	Description	No. of Copies	Time of Submission in weeks from the Effective Date of Contract	
			Imported	Indigenous
1.	General arrangement, assembly and sub-assembly drawings	5		
2.	Performance data	5		
3.	Test charts and inspection certificates in bound volumes	5		
4.	All design calculations with respective approved design criteria in bound volumes	5		
6.	Electrical & instrumentation drawings	5		
7.	Civil working drawings	5		
11.	Operation and safety manuals	10		
12.	Maintenance manuals	10		
13.	List of spares (Operation, Maintenance)	1		
14	One polyester film 1 set reproducible 1 set / microfilm 1	1set		

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<p>Set of each of the as-built drawings and documents including design calculations incorporating approved changes, if any, during construction, erection and commissioning (all drawings even if there is no change). One CD ROM set for all As-built drawings, O&M Manuals, Operation Safety Manual and Maintenance Manual.</p>			
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- 2.5 Equipment drawings and Erection Instructions drawings for the Plant and Equipment shall be supplied by the Contractor at least one month before the shipment / despatch of the Plant & Equipment.
- 2.6 Approval in respect of drawings shall be accorded by the Employer/Consultant within fifteen (15) days of receipt of the same. In case drawing is not complete and/or is not approved, the comments shall be furnished to the Contractor within fifteen (15) days of receipt of drawing.

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APPENDIX-3

TERMS OF PAYMENT Applicable for both Unit-1 & Unit-3 (Unit Wise)

The payments terms herein below supersede the payment terms mentioned in the GCC

1. General

1.1 The Employer shall pay the Contractor on the basis of the price break-up given in the Price Schedule (**Appendix-1**) and as per approved Billing Schedule.

1.2.1 The Contractor shall reimburse the Employer all costs, charges, damages or expenses which the Employer may have paid or incurred, if and to the extent to which the Contractor is liable under this Contract to pay upon written request of the Engineer, failing which such costs, charges, damages or expenses shall be deducted by the Employer from any money due or becoming due by the Employer to the Contractor under this Contract or any other Contract failing which such amounts shall be considered as debt from the Contractor to the Employer and shall be recoverable accordingly.

1.4 INCOME TAX

Any Indian Income Tax which Employer may be required to deduct by law or statute, shall be deducted at the source under relevant Chapter of Income Tax Act and the same shall be paid to Income Tax Authorities on account of the Contractor. Employer shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to Employer. Contractors shall maintain books of account and shall get the account audited as per relevant Section of Income Tax Act.

If the Contractor is exempted from the deduction /recovery of Income Tax, no such recovery shall be made by Employer. Contractor shall furnish valid exemption Certificate issued by Income Tax Department to this effect

1.5 GST shall be reimbursed to the Contractor as per invoice.

1.6 The payment to the Contractor shall be released within thirty (30) days from the date of receipt of the complete and correct invoices & relevant documents.



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2.0 Terms of Payment

2.1 Terms of Payment

2.1.1 Five per cent (5%) of the Contract basic price specified in **Appendix-1** along with applicable Goods and Service Tax (GST) excluding training charges shall be released on **submission and approval (Approved/Approved as Noted)** of following drawings;

- 1) L-2 Network
- 2) Equipment layout of power house at different floor
- 3) General arrangement & Cross Section drawing of
 - i) Turbine
 - ii) Generator
- 4) Category & discipline wise list of drawings and documents schedule.
- 5) Electrical Single Line Diagram (SLD)
- 6) Chart and Hill Curves showing performance and Cavitations characteristics.

2.1.2 Five per cent (5%) of the Contract basic price specified in **Appendix-1** along with applicable Goods and Service Tax (GST) excluding training charges and Goods and Service Tax (GST) on training charges shall be released on placement of orders and submission of un-priced copy of the purchase orders of the same by the Contractor as mentioned below:

- 1) Proof of placement of order: -
 - i) Turbine
 - ii) Generator
 - iii) Digital Governing system
 - iv) Excitation system with AVR
- 2) P&IDs for
 - i) Turbine
 - ii) Generator
 - iii) Auxiliaries system

2.1.3 Seventy-Seven and a half percent (77.5%) of the Contract basic Price specified in the **Appendix-1**, along with applicable Goods and Service Tax (GST) and Cess (if any) but excluding training charges and Goods and Service Tax (GST) on training charges shall be released towards progress payments on submission of documentary evidence along with release of progress payment of 77.5% as per **Sub-Clause 2.3**.



2.1.4 Two and a half percent (2.5%) of the Contract basic Price along with applicable Goods and Service Tax (GST) excluding training charges and Goods and Service Tax (GST) on training charges specified in the **Appendix-1**, shall be released upon issue of the Preliminary Acceptance Certificate.



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- 2.1.5 Two and a half percent (2.5%) of the Contract basic Price alongwith applicable Goods and Service Tax (GST) excluding training charges and Goods and Service Tax (GST) on training charges specified in the **Appendix-1**, shall be released upon issue of the Commissioning Certificate.
- 2.1.6 Five percent (5%) of the Contract basic Price alongwith applicable Goods and Service Tax (GST) excluding training charges and Goods and Service Tax (GST) on training charges as specified in the **Appendix -1**, shall be released after establishment of Performance Guarantee parameters and issue of performance guarantee certificate.
- 2.1.7 Two and a half percent (2.5%) of the Contract basic Price alongwith applicable Goods and Service Tax (GST) excluding training charges and Goods and Service Tax (GST) on training charges specified in the **Appendix-1**, shall be released upon issue of the Final Acceptance Certificate.
- 2.1.8 All interim / progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective / imperfect / incomplete Facilities to be removed. It will not be considered as an admission by the Employer of the due performance of the Contract, or any part thereof by the Contractor nor shall it preclude, determine or affect in any way the powers of the Employer under these conditions or in any way vary or affect the Contract.
- 2.2 Terms of Payment for Training Charges**
- 2.2.1 Ninety-seven and a half percent (97.5%) of the Contract Basic Price, alongwith applicable Goods and Service Tax (GST) on training charges specified in the Appendix-1 shall be released on pro-rata basis upon completion of each quarter on actual training man- days utilized during the quarter.
- 2.2.2 Two and a half percent (2.5%) of the Contract Basic Price alongwith applicable Goods and Service Tax (GST) as specified in the Appendix-1 shall be released upon issue of the Final Acceptance Certificate
- 2.3 Progress Payments [Seventy seven and a half percent (77.5%) of Price]**
- 2.3.1 Civil Engineering Work including all related Supplies**
- 2.3.1.1 Seventy Seven and a half percent (77.5%) of the Price specified in the **Appendix-1**, shall be released on monthly pro-rata basis subject to satisfactory progress of work as per the approved Billing Schedule.

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2.3.2 Supply of Technological Steel Structures and Plant & Equipment including Commissioning and Mandatory Spares

2.3.2.1 Seventy-Seven and a half percent (77.5%) of the Price specified in the Appendix-1, shall be released on receipt of steel structures and plant & equipment at Site, in full and good condition.

2.3.3 Comprehensive/ Transit, storage cum erection insurance.

2.3.3.1 Seventy-Seven and a half percent (77.5%) of the price specified in the **Appendix-1** shall be released for comprehensive transit, storage cum erection insurance on quarterly pro-rata progress of delivery of indigenous equipment & erection thereon as per approved billing schedule.

2.3.4. Unloading, Handling, Storage, Dismantling, Renovation, Erection, Reinstallation of Mechanical & Electrical Plant & Equipment including Technological Steel Structures, Testing, Commissioning & Performance Guarantee Tests of Facilities.

2.3.4.1 Dismantling of equipment, structures as per scope of work.



2.3.4.1.1 Seventy-Seven and a half percent (77.5%) of the Price specified in the **Appendix-1**, shall be released on monthly pro-rata basis on disassembling of unit and associated equipment & transport to designated place indicated by the Employer as per approved billing schedule.

2.3.4.2 Renovation works as per scope of work.

2.3.4.2.1 Seventy Seven and a half percent (77.5%) of the Price specified in the **Appendix-1**, shall be released on monthly pro-rata basis upon satisfactory progress of work as per approved billing schedule.

2.3.4.3 Erection, Reinstallation of Mechanical & Electrical Plant & Equipment including Technological Steel Structures, Testing, Commissioning & Performance Guarantee Tests of Facilities.

2.3.4.3.1 Seventy-Seven and a half percent (77.5%) of the Price specified in the **Appendix-1**, shall be released on monthly pro-rata basis upon satisfactory progress of work as per approved billing schedule.

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3.0 Other General Points.

- 3.1** The Contractor within 90 (ninety) days of the Effective Date of the Contract shall submit detailed Billing Schedules (breakup of the Price Schedule contained in the Appendix-1) for release of progress payments in accordance to Appendix-3 of Contract Agreement, which will be scrutinized and approved by the Employer. The detailed Billing Schedules shall be based on Time Schedule included in Appendix-2 (Time Schedule) to the Contract Agreement and PERT network as per contract for respective progress payment terms in accordance with Appendix-3.
- 3.2** Within 6 (six) months from the Effective Date of Contract, a detailed shipping schedule matching to billing schedule & time schedule, shall be submitted by the Contractor, indicating the break-up of the complete Plant & Equipment, structures, etc into shipment units with approximate weights and dimensions and the respective dates upon which such units will be dispatched from the Contractor's and / or its Sub-Contractor's works. The Contractor shall arrange for supplies of the Plant & Equipment, structures, etc in the logical sequence required for erection at site within the overall Time for Completion of the Facilities unless otherwise agreed to by the Employer. The Contractor shall promptly give written notice to the Employer of any anticipated delay in maintaining such schedule stating reasons and remedial measures, thereof. This shall not, however, in any way absolve the Contractor from his responsibility of timely delivery of plant & equipment as per Contractual time schedule.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT



DAMODAR VALLEY CORPORATION (DVC)
MAITHON HYDEL STATION
TENDER SPECIFICATION FOR R&M OF UNIT # 1&3
(VOLUME – I : COMMERCIAL)



SECTION IV

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract [**SCC**] and all other terms and conditions of IFB & ITB of this Tender documents, shall supplement/amend the corresponding clause of General Conditions of Contract [**GCC**]. Whenever there is a conflict, the provisions in SCC as mentioned below and all other terms and conditions of IFB , ITB and Technical Specifications/ Contract Technical Specifications of this Tender documents shall prevail over those in the **GCC**. The corresponding clause number of the **GCC** is indicated in parentheses. All other stipulations shall remain unchanged.

1.0 Definitions [GCC Clause 1]: The following definitions are added/amended (wherever applicable):

1.1 Employer

Damodar Valley Corporation
DVC Towers, VIP Road, Kolkata-700054, West Bengal,
Tel No. 033-6607-2321

1.2 Contractor

M/s. _____

(Name and address)
Telephone No. _____
e-mail _____
Facsimile No. _____

1.3 Consultant


M/s MECON Limited,
Doranda, Ranchi – 834 002 (Jharkhand) India

Contract Documents: It means the documents listed in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments thereto).

GCC: It means the General Conditions of Contract hereof.

SCC: It means the Special Conditions of Contract.

Technical Specifications/ Contract Technical Specifications: Shall mean the technical specifications, schedules, detailed designs, statements of technical data, performance characteristics value and all other technical particulars of the Contract.

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Day: It means calendar day of the Gregorian Calendar.

Month: It means calendar month of the Gregorian Calendar.

Contract Price: It means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

Contractor: Shall means the person(s) whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor. In case Contract is with Consortium of two or more members then the Contractor shall mean one or more members of Consortium as the case may be.

Contractor's Representative: Shall means any person nominated by the Contractor and approved by the Employer to perform the duties delegated by the Contractor. For site work Contractor's Representative shall also mean the representative of Sub-Contractors and Sub-Contractor's Sub-Contractors.

Project Manager/Engineer: Shall means the person appointed by the Employer to perform the duties delegated by the Employer.



Facilities: It means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contracts.

Plant and Equipment: It means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contracts (including the spare parts to be supplied by the Contractor), but does not include Contractor's Equipment.

Installation Services : It means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required), installation, Pre-commissioning, commissioning, carrying out guarantee tests, the provision of operations and maintenance manuals, training of Employer's personnel etc.

Contractor's Equipment: It means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.

Site: It means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

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Time for Completion: Shall mean the time specified in Article 3.1 of the Contract Agreement within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations made in the Contract Agreement and the relevant provisions of the Contract.

Inspector / Inspecting Engineer: Shall mean any person or firm nominated by or on behalf of the Employer or his duly authorised agent to inspect equipment, materials, supplies or work under the Contract.

“Preliminary Acceptance” of the Facilities means that the Facilities have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities have been completed; in other words, that the Facilities are fit for Start-up & Commissioning and Preliminary Acceptance Certificate has been issued as provided in SCC.

Preliminary Acceptance Certificate: Shall mean the Certificate to be issued by the Employer on successful completion of Preliminary Acceptance Tests.

Preliminary Operation: Shall mean all activities undertaken, as part of "Commissioning" after "Preliminary Acceptance" upto commencement of "Initial Operation" and include mechanical and electrical checkouts, calibration of instrument & protection devices and commissioning of sub/supporting system under the Contract.

Trial Operation: Shall mean the integrated operation of the plant/system/equipment covered under the Contract for a specified period at specified load for proving trouble free operation of the renovated, modernised and up-rated plant/ system/equipment covered under the Contract.

Commissioning: Shall mean integrated activity covered under "Preliminary Operation", "Initial Operation", "Trial Operation" and start of pumping electrical energy to grid as provided in SCC.

“Commissioning Certificate” is the Certificate to be issued by the Employer as provided in SCC.

Taking Over: Shall mean, on commissioning, the Employer shall be responsible for the care & custody of the Facilities together with the risk of loss or damage thereto, and shall thereafter take-over the Facilities.

Performance Guarantee Test: Shall mean the test(s) specified in the Specifications to be carried out to ascertain whether the Facilities are able to attain the Performance Guarantees specified in the Contract as provided in SCC.

Performance Guarantee Certificate means the Certificate to be issued by the Employer upon successful establishment of Performance Guarantees Parameter as provided in SCC.

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Final Acceptance means the acceptance by the Employer of the Facilities which certifies the Contractor's fulfillment of the Contract in respect of Performance Guarantees of the Facilities in accordance with the provisions of Clause hereof and completion of Defects Liability Period.

Final Acceptance Certificate is the Certificate to be issued by the Employer as per clause hereof

Completion of the Facilities: Shall means the Facilities have been completed and accepted when commissioned as per Clause 19.2 of SCC (Commissioning), Performance Guarantee parameters established as per Clause 19.4 of SCC and Final Acceptance certificate issued as per Clause 19.5 of SCC.

Defect Liability Period: Shall means the period of validity of the warranties given by the Contractor commencing from the date of Commissioning of the Facilities, during which the Contractor is responsible for defects with respect to the Facilities as provided in GCC for Turnkey Contract.

TIA: Shall means the Employer (DVC)



2.0 No Deviation is permitted by DVC for this NIT.
(Reference IFB Clause 18)

3.0 Inspection/Checking/Testing:
(Reference GCC Clause 07)

Inspection/Checking/Testing shall be as per the Technical Specification (Volume-II & Volume III).

4.0 Construction Power: Construction power (Reference ECC sub-clause no. 15.02.00): The Contractor shall make own arrangements at his cost from the nearest supply source as per Owner terms and conditions, If Owner providing the Power supply for construction activity, construction power shall be chargeable as per the prevailing rate at respective site of the Owner. However, all arrangement for connection from the nearest available existing power supply source including cabling/wiring, switchboards, energy meters (with valid calibration) at sites and local network within project sites will be in scope of the contractor.

5.0 Construction Water (Reference ECC sub-clause no. 16.02.00): The Contractor shall make own arrangements at his cost from the nearest supply source as per Owner terms and conditions, If Owner providing the water supply for construction & O&M activity, construction water shall be chargeable as per the prevailing rate at respective site of the Owner. However, all arrangement for connection from the nearest available existing water supply source including piping, valves, water meters, storage arrangement at sites and local network within project sites will be in scope of the contractor.

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6.0 INSURANCE:

(Reference Clause no. 9 of GCC)

6.1 The Contractor shall take out a composite and comprehensive Marine-cum- Erection Insurance Policy or separate insurance policies for transit and storage cum- erection with an Insurance Regulatory and Development Authority (IRDA) registered Insurance Company(s). The Employer shall be the principal holder of the policy. The policy shall cover total erected value of the Facilities (115% for the contracts) and all risks specifically inclusive of the following.

6.1.1 All Risk Insurance: The policy shall cover all risks including terrorism, escalations, and revisions.

6.1.2 Indigenous Cargo Insurance: For indigenous supplies, the policy shall insure the goods originating in India from the Contractor's / Supplier's warehouse to Plant's warehouse and up to completion of erection and commissioning. This will be inclusive of supplies to and from warehouse / factory of intermediate processors / suppliers. This policy will also cover the replacement items, if any.



6.1.3 Third Party Liability Insurance: The policy shall cover third party liability. The third party liability shall cover the loss / disablement of human life (persons not belonging to the Contractor) and also cover the risk of damages to others' materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakh per death, Rs. 1.5 lakh per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment / property.

6.1.4 Automobile Liability Insurance: Covering use of vehicles / mobile equipment used by the Contractor or its Sub-Contractors (whether or not owned by them) in connection with the execution of the Contract.

6.1.5 Contractor shall ensure that where applicable, its Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Sub-Contractors are covered by the policies taken out by the Contractor.

6.1.6 Sub-Contractors of the Contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. Employer reserves the exclusive right to assign the policy.

6.1.7 While the payment of premium may be phased in agreement with the insurance company, at no time shall goods and services required to be provided by the Contractor shall remain uninsured.

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- 6.1.8 A copy of the Insurance policy shall be made available to the Employer before start of site activities or first despatch, whichever is earlier and policy shall be kept alive and valid at all times up to date of commissioning.
- 6.1.9 The Employer reserves the right to take out whatever policy that is deemed necessary by him if the Contractor fails to keep the said policy alive and valid at all times and / or causes lapses in payment of premium thereby jeopardising the said policy. The cost of such policy(s) shall be recovered / deducted from the amount payable to the Contractor.
- 6.1.10 In cases where the erection, modification etc., are to be carried out in the existing shop of the Employer the 'surrounding value' shall be intimated by the Employer to the Contractor, who shall ensure that this value is included in the policy.
- 6.1.11 Marine & Transit Insurance policies shall also cover:
- Institute Cargo Clause 'A'
 - Institute War Clauses
 - Institute Strikes Clauses
 - Ware House to Ware House
- 6.1.12 In case project gets delayed due to reasons not attributable to Contractor, the actual expenditure incurred by Contractor for additional Insurance Premium towards extension of insurance policies shall be reimbursed by the Employer.
- 6.2 Upon arrival of plant and Equipment / materials at site the Contractor shall assume custody thereof and remain responsible thereafter for safe custody until the whole plant is successfully commissioned.
- 6.3 In order to adequately cover the works under such composite and comprehensive insurance, the Contractor shall fulfill the necessary requirements / obligations.
- 6.4 The Contractor shall arrange Accident Insurance Policy for all his personnel including Specialists / Personnel deputed to site and Contractor's / his sub-contractors' manufacturing works as well as for his Indian engineers & supervisory staff. The Contractor shall also take out for his Indian workmen a separate policy as per Workmen's Compensation Act.
- 6.5 In all cases, the Contractor shall lodge the claims with the Underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and / or replacement of the equipment / components without waiting for the settlement of the claims. In case of seizure of materials by concerned authorities, the Contractor shall arrange prompt release against bond, security or cash as required. Employer will extend all assistance to the Contractor in such a case. Upon completion of replacement/ repair, the claim amount received from Insurance Company, if any by the Employer shall be refunded to the Contractor.
- 6.6 All the insurance claims shall be processed by the Contractor and the items which are missing

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/ damaged in transit or during handling, storage, erection and commissioning, shall be replaced / repaired by them without any extra cost to the Employer.

6.7 The employer at its discretion may arrange for the insurance cover at its own expense. In such an event, the amount quoted towards 'Comprehensive/ Transit, Storage cum erection insurance' in 'Summary Price Schedule', shall not be payable to the contractor. However, processing of all the insurance claims shall be the responsibility of the contractor. Also, the Contractor shall perform all the obligations as mentioned in sub-clauses above.

7.1 TERMS OF PAYMENT :

(Reference Clause no. 10 of GCC)

This shall be as per Appendix- 3 of Form of Contract Agreement.

7.2 ADDITIONS / ALTERATIONS / MODIFICATIONS:

(Reference Clause no. 11 of GCC)

This shall be as per Clause no. 23 of optional terms & conditions of GCC

8.0 Completion Schedule:

(Reference Clause no. 12 of GCC)

Contract period to attained "Completion of the Facilities" of the subject works as per the specification of the tenders shall be attained within 40 (Forty)months from the Effective date [i.e. Zero date (LOA date)]

8.1 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS:

(Reference Clause no. 13 of GCC)



8.1.1 The time for Completion of the Facilities remains the essence of the contract and contractor shall complete the works within the stipulated time schedule.

The Contractor shall commence work on the Facilities from the effective date of Contract. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule of the Contract Agreement.

If the Contractor fails to attain "Completion of the Facilities" within the Time for Completion due to reasons attributable to the Contractor, the Employer shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Contractor's account or by encashment of Contractor's Bank Guarantees, at the rate of 0.5% of the Contract Price plus escalation, if any, paid or payable to the Contractor, excluding taxes and duties per complete week of delay up to a maximum of 5% of the Contract Price plus escalation if any, paid or payable to the Contractor excluding taxes and duties.

The payment of liquidated damages shall not in any way relieve the Contractor from any of its

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obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract

Any recovery of Liquidated damages shall be effected from the amount payable to the Contractor against Commissioning, Performance Guarantee Test, Final Acceptance Certificate and Performance Bank Guarantee. Liquidated Damages will not be recovered from the running bills prior to above payments.

The Liquidated damages shall be recovered along with applicable GST.


- 8.1.2 Alternatively, the Employer reserves the right to purchase / outsourced the material / spares / equipment / works / service from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material/ works/service by the above procedure.
- 8.1.3 Alternatively, the Employer may cancel the Order/contract completely or partly without prejudice to his right under the alternatives mentioned above.
- 8.1.4 In the event of recourse to alternative 8.1.2 and 8.1.3 above, the Employer will have the right to re-purchase/ outsource the stores/works & service, to meet urgency in requirement caused by Contractor's failure to comply with the schedule of delivery/ completion of the work, irrespective of the fact whether the materials/ equipment/works/service are similar or not.

9.0 Security Deposit cum Performance Bank Guarantee:

(Reference Clause no. 14 of GCC)

- 9.1 To ensure due performance of the contract, the Contractor receiving the LOA is required to furnish the required performance security within twenty-one (21) days from the date of issuance of Letter of Award in the prescribed form by the specified date as mentioned in the Tender. Performance security should be for an amount of five (5) % of the value of the contract as specified in the tender documents in the form of "Unconditional Bank Guarantee (including e- Bank Guarantee) as per the format provided in this Tender documents (Form No.9 of VOL-I of this NIT) issued from any commercial bank in India (as per the list provided in Annexure-III of ITB) and having validity up to 365 days beyond the date of completion of all contractual obligations of the contractor including Defect Liability period /warranty period as applicable plus six months claim period thereafter/ in the form of Insurance Surety Bonds having validity up to 365 days beyond the date of completion of all contractual obligations of the contractor including Defect Liability period /warranty period as applicable / in the form of Account payee demand draft/ in the form of Fixed deposit receipt from a commercial bank/ in the form of online payment in an acceptable form. However, in case of delay in completion, the validity of this Bank Guarantee shall be extended by the period of such delay.

In case the contractor is a consortium, the Performance Bank Guarantee shall be submitted

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by each individual member of the Consortium in proportion to their participation in the project.

In addition to Performance Security (5%), a percentage (5%) of each running bill (periodic/ interim payment) to be withheld as Security Deposit/ retention money until final acceptance.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to DVC at the following stages:

- i) After the amount reaches half the value of the limit of retention money; and
- ii) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking over certificate; if the Taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section

The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the Defect Liability Period of the works or final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.

- 9.2 The earnest money/EMD , instead of being released may form part of the security deposit.
- 9.3 No payment, whatsoever will be made till the acceptance of security deposit as per the terms of the Contract.
- 9.4 In case banks refuse to issue BG having Claim Period separately, the validity period of the BG may be taken as guarantee period plus six months.
- 9.5 In case the Contractor fails to submit the performance security within 30 days from the date of issuance of Letter of Award(LOA), DVC without any prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security and shall short-close the contract and re-tender and in this re-tender such defaulting Bidder will not be allowed to participate.
- 9.6 Performance Security shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than a specified date ["365 days for Works Contract"] of end of all contractual obligations of the contractor including Defect Liability period /warranty period as applicable.
- 9.7 The earnest money/EMD wherever applicable, instead of being released may form part of the Security Deposit. In case the EMD is in the form of a bank guarantee and it forms part

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of the security deposit it should remain valid up to defect liability period plus 1 (one) year.

- 9.8 Additional Performance Bank Guarantee (If applicable) of 5% of the Contract price shall be furnished by Parent/Holding Company or any other subsidiary company of the Parent/Holding Company of the bidding Indian subsidiary company within 30 (thirty) days from the effective date of contract directly to the Employer to be kept valid up to 365 days beyond the defect liability period. The Employer shall have the right to encash the additional performance bank guarantee for non-compliance of any or all the terms & conditions of the Joint Deed of Undertaking (Annexure-11 of "Bid Forms & Procedure") as well as for shortfall in guaranteed values.
- 9.9 The performance security will be forfeited and credited to DVC's account in the event of a breach of contract by the Contractor. Forfeiture of Performance Bank Guarantee is liable to GST at applicable rate.



10.0 Defect Liability Period
(Reference clause no. 27.0 of GCC)

- 10.1 The Contractor shall warrant that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment, Structures supplied and of the work executed.
- 10.2 The Defect Liability Period shall be twelve (12) months from the date of commissioning mentioned in the Commissioning Certificate or eighteen (18) months from the date of Preliminary Acceptance Certificate (PAC), whichever is earlier, provided the delay in commissioning after PAC is not due to reasons attributable to the Contractor.

If during the Defect Liability Period any defect be found in the design, engineering, materials and workmanship or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Facilities caused by such defect.

The Contractor may, with the consent of the Employer and after submission of Bank Guarantee for the equivalent cost of Plant & Equipment, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and / or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site. However, in case value of such items is less than 20% of the performance bank guarantee, no additional bank guarantee is required to be submitted and the material can be taken out against indemnity bond. In case of defective parts not repairable at Site but become essential in the mean time for the commercial use of the plant, the Contractor shall replace at Site free of cost to the Employer, the defective parts, before the defective parts are removed from the Site.

- 10.3 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately

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upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.

If the Contractor does not commence the rectification either by repair or replacement of such defects within 30 (thirty) days from the date of notice by the Employer or does not complete the rectification with reasonable diligence and within a reasonable time, the Employer may, at its option, rectify the defects at the Contractor's expense. The Employer shall, in such case, deduct from payment due to the Contractor the expenses incurred by the Employer for remedy of such defects without prejudice to the other rights of the Employer under the Contract.

10.4 If the Facilities or any part thereof cannot be used by reason of such defect and / or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.

10.5 In addition, the Contractor shall also provide an extended warranty for any such replaced or repaired component of the Facilities for the period of minimum 12 months but not more than 36 months cumulatively or as it may be stipulated in Contract Technical Specifications. Such obligation shall be in addition to the defect liability specified under Clause 10 hereof.

11. Optional Terms & Conditions: Are included as GCC.

12. Earnest Money Deposit:

(Reference Clause no. 1 of optional terms & conditions of GCC)

This shall be as per the clauses no. 11 of ITB.

13. Offer Validity:



(Reference Clause no. 2 of optional terms & conditions of GCC)

As mentioned in clause 4.0 of ITB .

14. Price Basis:

(Reference Clause no. 3 of optional terms & conditions of GCC)

The Contract Price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components etc. in accordance with the provisions mentioned in Appendix-1 to this SCC.

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15. Taxes and duties

(Reference Clause no. 4 of optional terms & conditions of GCC)

- 15.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all applicable GST, taxes, duties, levies, Cess and charges assessed on the Contractor, its Sub-Contractors or their employees by Municipal, State or Central Government Authorities. Any taxes, duties, Cess and levies charged by the municipal or local bodies shall also be considered as included in the contract price.



The payment of applicable GST will be made against documentary evidence to be produced by the Contractor.

GST TDS, if any required by Employer to be made under GST Act or rules made there under shall be deducted at such rate as may be specified with effect from such date as notified from the invoice of the contractor.

Bidder have to quote the basic rate of each items in the price schedule [which is inclusive of all taxes, duties, levies, cess, charges, etc. including BOCW Cess (except GST)]. GST amount shall be as applicable as on 7 days before the date of bid submission and shall be shown separately in the offer. Any upward/downward variation in statutory taxes and duties after bid opening and up to the scheduled delivery period/work completion period shall be to the Damodar Valley Corporation account. Since such statutory taxes shall be on the account of DVC, benefits of any decrease in the same shall be retained by the DVC irrespective of decrease taking place during period of submission of bid and opening of bid. Any upward variation in statutory taxes and duties beyond the contractual delivery period/work completion period will not be paid by DVC if the reasons of the delay are attributable to the Contractor. Any new taxes & duties imposed by statutory bodies after opening of the bid as applicable will be to the account of DVC at actual as per rate ruling within contractual delivery period/work completion period, if applicable. Changes in the tax rate dependent on the volume of turn over shall not come under the purview of reimbursement and should be spelt out in the bid documents itself.

- 15.2 The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal formalities as per various statutory provisions.
- 15.3 The Contractor must be registered under the GST Act and GSTIN must appear in all commercial Invoice. No progress payment shall be released to the Contractor unless the Contractor furnishes copy of its GST Certificate with the authorities concerned. Any tax liability due to failure on the part of the Contractor to get itself registered under the GST Act shall be to the Contractor's account.

The successful bidder shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply of goods and services to

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Employer, uploading the details of the invoice, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax portal.

- 15.4 The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law.
- 15.5 If any tax exemptions, reductions, allowances or privileges are available to the Contractor in the country where the Site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

15.6 With regards to the BOCW cess :-

DVC shall deduct the BOCW cess from the Contractor's bills and shall submit the same to the concerned statutory authorities. However, if the Contractor has already submitted BOCW cess to the concerned statutory authorities and submitted documentary evidence of the same along with the bills then the balance BOCW cess (if any) shall be deducted by DVC from the Contractor's bills and DVC will submit the same to the concerned statutory authorities.

16.0 Bank Guarantee

16.1 Issuance of securities (Bank Guarantees)



All the Bank Guarantees shall be from a Nationalized Bank/ Schedule Commercial Bank (approved by RBI and/or as per the list provided in VOL-I of this NIT) and in the form and manner acceptable to the Employer and drawn in favour of Damodar Valley Corporation. The said BG/BG Ext. shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to be received by DVC's advising Bank, details of which are as given below:

Name of Bank: Punjab National Bank
Branch : Manicktala, Kolkata
Account No. : 0082250010682
IFSC Code: PUNB0008220
MICR : 700027099

The Bank Guarantee shall be as per respective format prescribed and shall be submitted on Non-judicial stamp paper of appropriate value and the stamp paper shall be in the name of the Bank.

All the Bank Guarantees shall be payable on first demand, without demur, irrespective of any legal dispute between the Bank and the Bidder/Contractor to the Employer without any condition or dispute whatsoever.

The Bidder/Contractor shall arrange to keep alive the several bank guarantees referred to

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herein for the requisite duration by making timely request to the Bank or Banks concerned. All the extension for Bank Guarantees also shall be on non-judicial stamp paper obtained in the name of Bank.

No interest shall be payable by the Employer on the Bank Guarantee. The Employer shall have the right to encash the Bank Guarantees for non-compliance of any or all the terms and conditions of the contract.

If Bank Guarantee issued by an international bank located outside India, the Bank Guarantee shall be counter-guaranteed by **Nationalized Bank/Scheduled Commercial Bank (approved by RBI)**.

In case the project gets delayed then the BG shall be extended by the contractor for such delayed period. However, if the delay is due to reasons not attributable to Contractor, the BG extension charges shall be reimbursed by the Employer.

16.2 Bank Guarantee for release of payments towards Performance Guarantee Certificate

16.2.1 The Contractor shall provide Bank Guarantee (as per Annexure-14 of “Bid Forms and Procedures”) to the Employer for an amount equivalent to the payment under **Clause 19.4 of SCC** hereof, in the same currency or currencies for a period of 12 months.

16.2.2 The Bank Guarantee shall be returned to the Contractor as soon as the Performance Guarantee Test is successfully completed and the guaranteed output and other parameters are met, at the latest, however, on expiry of 12 months from the date of release of payment against Commissioning Certificate.

16.3 Bank Guarantee for release of payments towards Final Acceptance Certificate

16.3.1 The Contractor shall provide Bank Guarantee (as per Annexure-14 of “Bid Forms and Procedures”) to the Employer for an amount equivalent to the payment under Clause 19.5 of SCC hereof, in the same currency or currencies valid for a period of 12 months.

17.0 Training

17.1 The Contractor shall identify the key positions and number of persons both in maintenance and operations department to be trained for efficient running of the plant.

17.2 The Contractor shall arrange for training of the personnel of the Employer, in India for the man-days indicated in Appendix-1 of Contract Agreement following the scope of the NIT. The contractor shall furnish the details of the training to be provided to the employer’s personnel for the approval of the employer. Employer may indicate the field of training and man-days to the contractor for compliance.

17.3 The travelling and living expenses of the Employer's trainees shall be borne by the Employer. The Employer shall also arrange necessary travel documents for its trainees. The Contractor shall, however, assist in arranging medical insurance for such trainees, wherever necessary.

17.4 The Contractor shall submit Schedule for Training of personnel of the Employer within a

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reasonable period but not later than six (6) months from the Effective Date of Contract. The schedule shall be mutually agreed upon between the Employer and the Contractor.

17.5 The Contractor shall supply five (5) copies of Training Manuals, Instructions and other connected literature to the Employer in English Language. In addition, each trainee shall be provided the necessary manuals, literatures etc.

18.0 Adjustment of Price for Weights and Physical Quantities of Work

18.1 The Contract is for Turnkey Completion of Scope of Facilities as specified in the Technical Specifications. The physical quantities and weights as given in the contract/ billing schedule, are indicative only for the purpose of making progress payments on prorata basis as per Clause 2.3 of Appendix-3 of Contract Agreement. Neither the Contractor shall be entitled to get any additional price from the Employer nor the Employer is entitled to deduct any amount from the Contract Price due to variation in physical quantities and weights

19.0 ACCEPTANCE OF THE UNIT/FACILITIES

19.1 Preliminary Acceptance

19.1.1 On completion of erection of all the materials/items of equipment covered under the scope of the Contract, a joint inspection will be carried out by the Employer/ Consultant and the Contractor to verify physically that all materials/items/equipment have been placed and erected properly and the unit is ready for commissioning. A defects list will be prepared jointly.

19.1.2 On liquidation of the defects lists (except minor defects which in the opinion of the Employer will not affect the commissioning of the unit), **Preliminary Acceptance** Certificates shall be issued by the Employer.

19.2 Commissioning

19.2.1 After the issue of Preliminary Acceptance Certificates, the Contractor shall start-up and commissioning the Facilities in accordance with provisions and terms of Contract Technical specification.

Commissioning shall include preliminary operation, initial operation, trial operation and start of pumping electrical energy to grid.

19.2.2 Preliminary operation shall mean all activities after issue of **Preliminary Acceptance Certificates** upto commencement of initial operation and shall include mechanical and electrical checkouts, calibration of instruments and protection devices, commissioning of sub/supporting system and static chemical cleaning of the Plant/System/Equipment covered under the Contract.

19.2.3 Initial operation shall mean all activities after completion of preliminary operation upto commencement of trial operation and shall be the integral operation of the complete



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Plant/System/Equipment covered under the Contract which shall include first initial equipment rolling, dry out and no-load/partial load/ full load runs for mechanical/electrical try-out and gathering of operational data calibration setting and commissioning of control systems and shut-down inspection and adjustment after running trial of the Plant/System/ Equipment covered under the Contract.

- 19.2.4 After initial operation the Contractor has to intimate the Employer in writing regarding the readiness of the unit for trial operation at least one week before commencement of trial operations. However, Contractor has to satisfy the Employer that all the equipment including services, auto loops and instrumentations are tested and ready for trial operations.
- 19.2.5 The unit shall be trial operated by the Contractor in an integrated manner for a period of ten (10) days at any required load (up to full load) in a safe and reliable manner. During trial operations, the Contractor shall post sufficient number of qualified personnel. The Employer shall for the purpose of start-up and commissioning, provide operating personnel for normal operation, who shall work under the instruction and guidance of the Contractor to familiarize themselves with the system of operation. The trial operation shall also include 72 hours (maximum) of continuous full load operation or number of hours mutually agreed between Employer and Contractor depending upon availability of water. During agreed hours, if any difficulty is experienced for the reasons attributable to the Contractor the agreed hours of operation shall be considered null and void and the test shall be started afresh.
- 19.2.6 On successful completion of trial operation, a list of major/ minor defects and non-conformities prepared jointly by the Employer and Contractor. Employer reserves the right to differentiate the defects as major or minor.
- 19.2.7 The Contractor shall take all steps to liquidate all the defects in the system.
- 19.2.8 Commissioning of any equipment of the unit shall be deemed to be successfully completed, when the following requirements are also met:
- a. Unit is able to generate the rated power as per contractual specifications and quality incorporated in this Contract.
 - b. Auxiliary Power consumption is within approved design values.
 - c. O & M Manuals & Drawings have been supplied to Employer.
 - d. Spares, as required, have been handed over to the Employer.
- 19.2.9 On successful completion of commissioning of the unit as per clause 19.2.8 and the Contractor has supplied the spares (for operation & maintenance), the **Commissioning Certificate** shall be issued by the Employer.

19.3 Taking Over

- 19.3.1 Taking over of the Plant will be carried out from the date of commissioning.

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After the taking over, the Employer shall provide consumables and shall be responsible for the care & custody of the Facilities together with the risk of loss or damage thereto.

19.3.2 The Employer shall have the right to take possession or use any completed or partially completed work. Such possession or use shall not be deemed to be an acceptance of any work done not in accordance with the Contract. However, any damage to such work solely due to such provision or use shall be to the Employer's account

19.4. Performance Guarantee Test

19.4.1 Readiness for "Performance Test" shall be intimated to the Employer in writing at least 15 days before commencement of "Performance Test". However, Contractor will be allowed to conduct "Performance Test" only after liquidating all the major defects.

"Performance Test" and "Guarantee Test" shall mean such tests as are prescribed in the specification to be done by the Contractor.

The Contractor shall guarantee that during the performance guarantee test, the Facilities and all parts thereof shall attain the performance guarantee parameters specified in Appendix-2 to SCC, subject to and upon the conditions specified therein.

Performance Test **Contract** may be conducted within one year from the date of issue of Commissioning certificate of the Facilities. In case the Performance Test is delayed for reasons attributable to the Contractor, aging factor shall not be considered during "Performance Test". Results of the Performance Test shall be submitted within 15 days of completion of performance to the Employer for review and approval. The approval will be given within 30 days of submission of results

19.4.2 In case, the performance guarantee test has not been carried out for reasons attributable to the Employer within a period of six month from the date of commissioning mentioned in Commissioning Certificate, the Contractor shall receive payment towards Performance Guarantee, against Bank Guarantee of equal value to be valid for a period of 12 (twelve) months beyond aforesaid six (6) months period and conducting of the Performance Guarantee Tests and its commercial implications, if any, shall be mutually finalized between the parties.

19.4.3 In case Bank Guarantee is submitted as per Sub-Clause 19.4.2 hereof, by the Contractor then the same shall be returned to the Contractor as soon as the performance guarantee test is successfully completed and the guaranteed output and other parameters are met, at the latest, however, on expiry of twelve (12) months from the date of release of payment against Commissioning Certificate.

19.5. Final Acceptance

19.5.1 Final Acceptance shall occur in respect of the Facilities when:

1. the performance guarantee tests have been successfully completed or the amount of Liquidated Damages, if recoverable, has been recovered by the Employer from the



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Contractor.

2. The Contractor has submitted all final drawings & documents for the respective Facilities in accordance with the provisions of this Contract as given in **Appendix-2** of Form of Contract Agreement.
3. the Contractor has fulfilled all the obligations under the Contract.

19.5.2 At any time after the events set out in **Sub-Clause 19.5.1** hereof, have occurred, the Contractor may give a notice to the Engineer requesting for the issue of Final Acceptance Certificate (FAC) in respect of the Facilities specified in such notice as at the date of such notice.

19.5.3 The Engineer shall, within seven (7) days after receipt of the Contractor's notice, issue a Final Acceptance Certificate.

19.5.4 Payment for Final Acceptance may be released against BG of equal value valid for 12 months after fulfillment of clause-19.5.1 a & b.

20.0 CLARIFICATIONS ON BID DOCUMENTS:
(Reference Clause no. 5 of optional terms & conditions of GCC)

Shall be as mentioned in clause no. 2.0 of the ITB.

21.0 AMENDMENT OF BIDDING DOCUMENTS:
(Reference Clause no. 6 of optional terms & conditions of GCC)

Shall be as mentioned in clause no. 3.0 of the ITB.

22.0 PRICE BID EVALUATION PROCEDURE:
(Reference Clause no. 7 of optional terms & conditions of GCC)



Shall be as mentioned in clause 14.0 of the ITB.

23.0 MOBILIZATION ADVANCE/ADVANCE/OTHER ADVANCE:
(Reference Clause no. 8 & 9 of optional terms & conditions of GCC)

Not applicable for this Tender/Contract.

24.0 PAYMENT THROUGH RTGS/NEFT:
(Reference Clause no. 10 of optional terms & conditions of GCC)

The Employer prefers to release the payment due to the Contractor electronically. All payments to the Contractor will be released through RTGS/NEFT only.

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Contractor shall submit the requisite details as per Annexure 17 of “Bid Form and Procedures”.

25.0 PURCHASE PREFERENCE:
(Reference Clause no. 11 of optional terms & conditions of GCC)

Shall be as mentioned in the ITB.

26.0 ELIGIBILITY CRITERIA OF JOINT VENTURE/ASSOCIATES IN TURNKEY CONTRACT
(Reference Clause no. 13 of optional terms & conditions of GCC)

Shall be as mentioned in the IFB, if applicable.

27.0 SELECTION OF SUB VENDORS FOR TURNKEY CONTRACTS/PACKAGES:
(Reference Clause no. 14 of optional terms & conditions of GCC)

List of Approved Vendors (Appendix- 3 of SCC) forming a part of the Contract Agreement, specifies major items of supply or services and indicates name of approved Vendors against each item. Insofar as no Vendor is listed against any such item, the Contractor shall prepare a list of Vendors for such item for inclusion in approved list given in (Appendix- 3 of SCC) of the Contract Agreement.

Any change/ addition in the vendor list shall require prior approval of the Employer.

The contractor may engage sub-contractors with the prior approval of Employer as per stipulated procedures of the employer.

Such approval, by the Employer for any of the Sub-Contractors / Vendors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

On the request of the Contractor, the Employer may make direct payment in respect of equipment supply / work to the Sub-Contractor / Vendor on certification by the Contractor.

28. SUSPENSION

28.1 The Employer may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the Effective Date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Engineer.



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If, by virtue of a suspension order given by the Engineer, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Engineer requiring that the Employer shall, within thirty (30) days of receipt of the notice, order the resumption of such performance.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Engineer, elect to treat the suspension as termination of the Contract under Sub-Clause 24.1 of optional terms & conditions of GCC (Termination for Employer's Convenience).

- 28.2 If the Contractor's performance of its obligations is suspended pursuant to this Clause 28 hereof, then the Time for Completion shall be extended in accordance with Sub-Clause 29.1 hereof, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension shall be paid by the Employer to the Contractor in addition to Contract Price on mutually agreed basis.
- 28.3 During the period of suspension, the Contractor shall not remove from Site any plant & equipment, any part of the Facilities or any Contractor's equipment, without the prior written consent of the Employer.

29.0 EXTENSION OF TIME FOR COMPLETION

29.1 The Time(s) for Completion specified in the Appendix-2 of the Contract Agreement shall be extended if the Contractor has delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a) any Change in the Facilities as provided in **Clause 23 of optional terms & conditions of GCC** (Change in the Facilities) hereof
- b) any occurrence of Force Majeure as provided in **Clause 16** (Force Majeure) hereof
- c) any suspension order given by the Employer under **Clause 28 of SCC**(Suspension) hereof
- d) The default by the Employer, if proved to be cause for delay in completion of the Facilities by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

29.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Engineer a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter for Conciliation / Arbitration.



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29.3 The Contractor shall at all times use its reasonable efforts to minimise any delay in the performance of its obligations under the Contract.

30 Negligence

30.1 If the Contractor does not execute the Facilities in accordance with the time schedule stipulated in the **Appendix-2** of the Contract Agreement and shall neglect to execute the Facilities with due diligence or expedition or shall contravene the provisions of Contract, the Employer may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable by the Employer and in default of compliance with the said notice, the Employer without prejudice to its rights under **Clause 30.2** hereof, may rescind or cancel the Contract holding the Contractor fully liable for the damages that the Employer may sustain.

30.2 Should the Contractor fail to comply with such notice, the Employer shall have at its option the right to take the affected Facilities wholly or in part out of the Contractor's hands and may complete the Facilities, as envisaged in the Contract either departmentally or by awarding fresh Contract(s) to execute the same, at the risk and cost of the Contractor.

30.3 In such event the Employer shall be entitled to use all materials, construction equipment, tools, tackles and other things of the Contractor and the Employer shall also be entitled to retain and apply any sum which may otherwise be then due as per the Contract or any other Contract from the Employer to the Contractor as may be necessary for the payment of the cost of execution of such Facilities as aforesaid.

If the cost of executing the Facilities as aforesaid shall exceed the sum due to the Contractor, the Contractor shall make payment for the same within the specified period



31. SHIPPING NOTES AND DOCUMENTS for Indigenous Materials

31.1 Shipping Procedure for Indigenous Materials

31.1.1 The consignee for road despatches shall be clearly marked as : Shall be intimated on issuance of LOA.

The Contractor shall arrange to despatch the following documents to: Shall be intimated on issuance of LOA.

- a) Six (6) photo copies of the clean rail/lorry receipt.
- b) Six (6) copies of Contractor's signed invoice.
- c) Six (6) copies of Challan and Packing List.
- d) Six (6) copies of inspection certificate, if any issued by the Employer.
- e) Six (6) copies of Despatch clearance certificate issued by the Employer.

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- f) Approved Test Certificates if any.

The RR/Challans duly endorsed will be handed over to the Contractor for taking delivery of materials from Railway/Trucks unloading the same from wagons/ trucks and subsequent handling, transportation and storage at site after submission of custody-cum-indemnity bond in Employer's approved proforma. The demurrage charges, if any, will be payable by the Contractor.

31.1.2 By Road

In case of the consignments despatched by road, the Contractor shall ensure that the following is observed by himself and the Sub-Contractors:

- i) Identify and obtain the correct type of trucks/trailors, keeping in view the nature of consignments to be despatched.
- ii) Care being taken to avoid all possible chances of damages during transit to ensure that all packages are firmly secured.
- iii) All consignment despatched by road shall be on "door delivery" and freight paid basis & the destination shall be clearly marked.

31.1.3 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment to the Site.



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APPENDIX – 1

PRICE ADJUSTMENT DUE TO VARIATION IN PRICE INDICES

1.0 Price adjustment is applicable as per Appendix- 1 of SCC.

Only following components of the Contract Price will be subject to Price adjustment:

- (i) Supply of Mechanical Plant & Equipment including Technological Structures (covered in Sl. No. 3 of Price Schedule1).
- (ii) Supply of Electrical Plant & Equipment including Technological Structures (covered in Sl. No. 4 of Price Schedule1).
- (iii) Supply of Control & Instrumentation System including Technological Structures (covered in Sl. No. 5 of Price Schedule 1).
- (iv) Site Services including Erection of Mechanical and Electrical Plant & Equipment (covered in Sl. No. 13, 14&15 of Price Schedule 4)
- (v) Civil Works (covered in Sl. No . 9 of Price Schedule 2).

The following components of the contract price shall not be subject to price adjustment and shall remain firm during the execution of the contract:

- (1) Spares and tools and tackles (covered in Sl. No. 6 of Price Schedule 1)
- (2) Local Transportation (incl. Loading) of all Equipment/spares to Site (covered in Sl. No. 7 of Price Schedule 1)
- (3) Insurance including Comprehensive/ Transit, storage cum erection insurance (covered in Sl. No. 10.01 of Price Schedule 3)
- (4) Training Charges (covered in Sl. No. 17 of Price Schedule 5)
- (5) Recommended Spares (Covered in Price Schedule 6).

2.0 The Base Date of the Contract Price is _____.[Base date of the Contract for the purpose of price adjustment shall be the date seven(7) days before last date of submission/uploading of price bid]



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- 2.1 The 'Original Price' as on Base Date shall be referred to as "Po" and the 'Revised Price' after price adjustment, if any, shall be referred to as "P" in the formulae given hereunder. "Po" and "P" are exclusive of taxes & duties. If, price adjustment becomes applicable in terms of the Contract, "P" minus "Po" shall be the net price adjustment to be made.
- 2.2 The terms LTR and LTO have been defined below under the different heads, wherever applicable. The values for LTR & LTO shall be taken based on Gazette Notification. This shall be applicable for calculating the price adjustment under clause 2.5 and 2.6 hereunder.
- 2.3 For Supply of Mechanical Plant & Equipment including Technological Structures (As per Price Schedule 1, except sl. No. 7)**

Unless otherwise specified, the Price for supply of mechanical plant & equipment including Technological Structures shall be subject to adjustment as per the following formula:

$$P = Po [0.20 + 0.80 RBli / RBlo]$$

Where :

P = Revised price after adjustment.

Po = Original Price for Supply of Mechanical Plant & Equipment including Technological Structures as on Base Date.

RBli = RBI Index for **Manufacture of Machinery and Equipment : Commodity Nos. 1.3.18.1, 1.3.18.2, 1.3.18.3, 1.3.18.4, 1.3.18.6, 1.3.18.8 and 1.3.18.15 of Table no. 21** of Index Number of wholesale price in India, prevailing one month prior to actual month of delivery or one month prior to end scheduled completion month of delivery, whichever is lower.

RBlo = RBI Index for **Manufacture of Machinery and Equipment : Commodity Nos. 1.3.18.1, 1.3.18.2, 1.3.18.3, 1.3.18.4, 1.3.18.6, 1.3.18.8 and 1.3.18.15 OF TABLE NO. 21** of Index Number of wholesale price in India, prevailing on Base Date.

- 2.4 For Supply of Electrical and C&I Plant & Equipment (As per Price Schedule 1, except Sl. No. 7)**

Unless otherwise specified, the Price for supply of electrical and C&I equipment shall be subject to adjustment as per the formula of Indian Electrical and Electronic Manufacturers' Association (IEEMA) including base date.

For items of Facilities for which IEEMA formulae do not exist, the formula given under Sub-Clause 2.3 hereof, shall be applicable for the purpose of calculation of the Price Adjustment. RBI Index for **MANUFACTURE OF ELECTRICAL EQUIPMENT: COMMODITY NOS. 1.3.17.1, 1.3.17.2, 1.3.17.3, 1.3.17.4 and 1.3.17.5 OF TABLE NO. 21** of Index Number of wholesale price in India will be applicable.



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The Price Adjustment as above will be calculated based on IEEMA index prevailing one month prior to the actual date of dispatch or one month prior to end scheduled completion month of delivery, whichever is earlier.

2.5 For Erection of Mechanical and Electrical and C&I Plant & Equipment (including other services as per Price Schedule 4).

The prices for erection of mechanical and electrical and C&I plant & equipment (including other services as per Price Schedule 4) shall be subject to adjustment as per the following formula :

$$P = P_o \left[0.50 + 0.50 \frac{[LTR]}{[LTO]} \right]$$

Where :

P = Revised price after adjustment.

P_o = Original Price for Erection of Mechanical and Electrical and C&I Plant & Equipment (including other services as per Price Schedule 4) as on Base Date.

LTR = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on actual date of erection or scheduled date of erection, whichever is earlier.

LTO = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on the base date.

The Price Adjustment towards the labour component, shall be payable for the quantities on pro-rata basis as per the agreed bar chart or actual quantity executed, whichever is less.

2.6 For Civil Engineering Works including all necessary Supplies(As per Price Schedule 2)*

Unless otherwise specified, the Price for the Civil Engineering works including all necessary supplies shall be subject to adjustment in accordance with the following formulae :

$$P = P_o \left[0.35 + 0.25 \frac{[RBli(cement)]}{[RBlo(cement)]} + 0.10 \frac{[RBli(steel)]}{[RBlo(steel)]} + 0.3 \frac{[LTR]}{[LTO]} \right]$$

Where :

P = Revised price after adjustment.

P_o = Original Price for Civil Engineering works as on Base Date.



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RBli(cement) =Wholesale price Index for cement, lime and plaster - **Manufacture of Other Non-Metallic Mineral Products: Commodity No. 1.3.13.5 of Table No. 21** as per RBI Bulletin prevailing one month prior to actual month of execution or one month prior to end scheduled completion month , whichever is lower.

RBlo(cement) =Wholesale price Index for cement, lime and plaster – **Manufacture of Other Non- Metallic Mineral Products: Commodity No. 1.3.13.5 OF Table No. 21** as per RBI Bulletin prevailing on Base Date.

LTR =Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on actual date of execution or scheduled date of completion, whichever is earlier.

LTO =Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on the base date.



The Price Adjustment towards the labour component shall be payable for the quantities on pro-rata basis as per the agreed Bar Chart or actual quantity executed, whichever is less.

RBli(steel)= Wholesale price Index for Mild steel- Long products, **MANUFACTURE OF BASIC METALS: COMMODITY NOS. 1.3.14.4 OF TABLE NO. 21** as per RBI Bulletin prevailing one month prior to actual month of execution or one month prior to end scheduled completion month, whichever is lower.

RBlo(steel) = Wholesale price Index for Mild steel- Long products, **MANUFACTURE OF BASIC METALS: COMMODITY NOS. 1.3.14.4 OF TABLE NO. 21** as per RBI Bulletin prevailing on Base Date.

Note :

- i/ The Price Variation (plus or minus) as per **Appendix-1 of SCC** shall be subject to a ceiling amount of 15% of Price (excluding duties, taxes, levies, etc.) for respective heads indicated above.
- ii/ The statutory variation in Taxes, Duties being reimbursed at actuals shall not be included in fifteen percent (15%) ceiling on Price Adjustment
- iii/ If completion of the Facilities is delayed beyond scheduled “Time for Completion”, due to the reasons not attributable to the Employer, notwithstanding the extension to the “Time for Completion” is granted, no price adjustment shall be allowed in the Contract Price for the portion of work executed beyond scheduled “Time for Completion”. However, in case the RBI indices during the extended completion time are lower, the same will be applicable for calculating the price adjustment payable.

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- iv/ If completion of Facilities is delayed beyond scheduled “Time for Completion” due to reasons attributable to the Employer and extension to the “Time for Completion” is granted, price adjustment, if any, shall be paid in the Contract Price, for the variations arising between the base date and actual date of completion of the respective item of work within the “Extended Time for Completion” of the Contract

However, if the completion of facilities is delayed beyond scheduled date of the “Time for Completion” due to reasons attributable to both the parties, then the period for delay attributable to the Employer will be considered as initial delay and the price adjustment shall be applicable during this period as well.

- v/ The Contractor shall submit its first Statements for Price Adjustment, if any, after completion of six months from Effective Date of Contract with all break-up and supporting documents to justify Price Adjustment. Subsequent Price Adjustment Statements shall be submitted by the Contractor after every six months. The payable escalation amount shall be paid as per Payment Terms.



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APPENDIX-2

PERFORMANCE GUARANTEE FOR R&M OF UNIT # 1 & 3

1.0 PERFORMANCE GUARANTEE

1.1 Performance guarantees as specified in the Contract Specifications including Liquidated damages payable by the Contractor for non-fulfillment of the performance guarantees shall constitute Appendix-2 of SCC of this contract and shall form an integral part of the contract for all purposes.

1.2 Performance Guarantee Parameters:

1.2.1 The contractor has guaranteed the following for the turbine and generator parameters for the rated head, water flow and power factor.

Sl. No.	Description	Guaranteed value
1	Turbine output, MW (a) At design net head of 35.30m (b) At maximum head of 43.80 m (c) At minimum head of 23.10 m	
2	Rated generator output, MVA at 0.85 pf	
3	Overall TG output at Design Head	
4	Turbine efficiency at rated net head for: (a) 100% rated output (b) 80% rated output (c) 60% rated output (d) Weighted average efficiency	
5	Generator efficiency at (a) 100% rated output (b) 80% rated output (c) 60% rated output (d) Weighted average efficiency	
6	Weighted average efficiency of TG at design head	



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Note:- 1. Efficiency at 100%, 80% & 60% are for information. Based on these values, guaranteed weighted average efficiency will be calculated as per the formula given in tender.

2. Bidder shall quote only numerical values for the guarantee parameters without the use of symbols such as > / < (greater than or equal to / less than or equal to). In case if the numerical values are quoted along with symbols, numerical values shall only prevail and the symbols will not be taken into cognizance.

3. The non-achievement of guaranteed parameters are stipulated under of Clause-1.2.1 above shall be applied with Liquidated Damage (LD) as per provision of Commercial part (Volume -1) of the Tender Document

1.2.2 In case, the output at Generator terminal, even after three repeated performance test, falls short from the guaranteed capacity of 20 MW at 0.85 power factor (lag) at rated head and rated flow during test, Purchaser will be entitled to deduct from the contract price as Liquidated Damages an amount at the rate of Indian Rs.1.20 lakh (Indian Rupees one lakh twenty thousand only) per kW reduction in rated output at generator terminal.

Maximum Liquidated Damage (LD) on account of fall in output at generator terminal (max. 2% of rated output at generator terminal).

**Note- The amount so calculated and to be deducted as defined in the contract i.e*

Any recovery of Liquidated damages shall be effected from the amount payable to the Contractor against Commissioning, Performance Guarantee Test of each unit, Final Acceptance Certificate and Performance Bank Guarantee. Liquidated Damages will not be recovered from the running bills prior to above payments Such deduction shall however be limited to the amount so calculated based on the actual shortfall and the applicable rate as mentioned above.

1.2.3 The Liquidated Damages for shortfall in the weighted average efficiency of TG even after three repeated performance test shall be Indian Rs. 2.39 lakh (Rupees two lakhs thirty nine thousand only) for every 0.01% fall of weighted average efficiency of the TG for each unit.



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Maximum Liquidated Damage (LD) on account of fall in weighted average efficiency up to 2%.

**Note- The amount so calculated and to be deducted as defined in the contract i.e Any recovery of Liquidated damages shall be effected from the amount payable to the Contractor against Commissioning, Performance Guarantee Test of each unit, Final Acceptance Certificate and Performance Bank Guarantee. Liquidated Damages will not be recovered from the running bills prior to above payments*

Such deduction shall however be limited to the amount so calculated based on the actual shortfall and the applicable rate as mentioned above.

1.2.4 In case the rated output at generator terminals is lower by more than 2% of the guaranteed value; weighted average efficiency of Turbine is lower by more than 2% of the guaranteed value and weighted average efficiency of Generator is lower than 98% even after three repeated performance tests, the plant will be liable for rejection. However, the Employer at his option may give chance to the contractor to rectify the same and if the same is not rectified to the satisfaction of the Employer within reasonable time, the Employer shall have the right to rectify the same by other agencies and the works for rectifying the same will be done on the cost and risk to the contractor

1.2.5 The lower limit of weighted average efficiency and output during performance test of the turbines & generators beyond those the equipment may be rejected and lower limit shall be as given below:

Lower limit of Output at Generator terminal = 19.6 MW

Lower limit of Weighted average efficiency of turbine = 2% of the guaranteed value

Lower limit of weighted average efficiency of generator = 98%
Accuracy of measurement shall be according to IEC standards.

1.2.6 Void.

1.2.7 REJECTION OF DEFECTIVE PLANT & EQUIPMENT

i/ The Contractor shall be responsible for the due and faithful performance of the Contract in respect of the Contract Specification, drawings and all other documents referred to in this Contract. Notwithstanding any approval/





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acceptance which the Purchaser may grant to the Contractor, in respect of any of Contractor's design, engineering, equipment, workmanship & quality, materials, supplies, which the Contractor has discharged in terms of the Contract (whether with or without any test carried out by the Contractor or the Purchaser), the Contractor shall not be relieved in any way of any of his contractual obligations and/or responsibilities until Final Acceptance of the Plant and Equipment by the Purchaser and subsequently till expiry of Warranty Period and it shall be lawful for the Purchaser to reject the material on arrival at site, if it is found that the materials supplied and/or erection and/or construction work carried out by the Contractor are not in conformity with the terms and conditions of the Contract in all respects.

If the completed plant, or any portion thereof, before it is finally accepted be found to be defective or fails to fulfil the requirements of the Contract, the Purchaser shall give the Contractor notice setting forth particulars of such defects or failure and the Contractor shall forthwith make good the defects, or alter the same to make it comply with the requirements of the Contract. Should he fail to do so within specified period as mutually agreed and stated in the said notice, the Purchaser may reject and replace at the risk and cost of the Contractor, the whole or any portion of the plant, as the case may be, which is defective or fails to fulfil the requirements of the Contract. However, such rejection/replacement by the Purchaser shall not absolve the Contractor of any of his responsibilities under this Contract.

- ii In the event of such rejection, the Purchaser shall be entitled to the use of the plant in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant. However, such usage shall not be deemed as waiver of defects or acceptance of such defective plant by the Purchaser.

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APPENDIX-3

LIST OF SUB-CONTRACTOR

The following Sub-Contractors / Vendors are approved for carrying out the item of the Facilities indicated against each of them. Where more than one Sub-Contractor / Vendor is listed, the Contractor is free to choose between them. The Contractor is free to submit proposals for Sub-Contractors / Vendor for additional items from time to time. No orders shall be placed with any such Sub-Contractors / Vendors for additional items until the Sub-Contractors / Vendors have been approved in writing by the Employer and their name have been added to this list of approved Sub-Contractors / Vendors. The Employer shall approve/comment on the list of such sub-vendors/ contractors within fifteen (15) days.

Name of Facilities

Approved Sub-Contractors / Vendor

SECTION-V

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION:

The following terms and expressions used herein shall have the meaning as indicated therein:

Purchase Order/The Contract: Shall mean the documents forming the tenders and acceptance thereof together with the documents referred to therein including the conditions, specifications/Scope of Work, designs, drawings and instructions issued from time to time by the Purchaser/ Owner and all these documents taken together shall be deemed to form one contract.

Applicable Law : This contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Kolkata {South 24- Parganas, New Alipore Court(India)}.

Contract Price: It means the total price to be paid for the supply of materials/goods/services to the consignee.

Supplier/Vendor/Contractor: Shall mean the registered individual firm, Company or Corporation whether incorporated or otherwise to whom the Purchase Order/Work Order/LOA/LOI is addressed and shall include its permitted assigns and successors.

Purchaser/Owner: Shall mean Damodar Valley Corporation, a statutory body established under Act No. XIV of 1948 of GOI having its Corporate Office at DVC Towers, VIP Road, Kolkata –700 054.

Party: It means the owner or the bidder, as the case may be, and 'Parties' means both of them.

Sub-Vendor/Sub Contractor : Shall mean the person/organization/firm named in the Purchase Order/Contract for any part of the material/works to whom that part of the Purchase Order/Contract has been sublet by the vendor with the consent in writing of the 'Owner' and will include the legal representatives, successors and permitted assigns of such person.

Equipment/Stores/Materials: Shall mean and include equipment, stores & materials to be supplied by the vendor under the contract.

Specification/Scope of Work : Shall mean the Specifications and Bidding documents forming a part of the contract and also such other schedules and drawings furnished by purchaser/owner and or as may be mutually agreed upon.

Guarantee/Warranty Period: Shall mean the period during which the vendor shall remain liable to repair or replacement of any defective part of the Stores/Equipment/Materials supplied/works executed under the contract.

Any other definition of any term/item etc. can be added under the head definition as per suitability of package and the same is to be decided by TIA.

2. REFERENCE:

The number of the concerned Purchase Order/Work Order/LOA/LOI/LOI-cum-Work Order must appear on all correspondence, drawings, invoices, packing and shipping documents and on all documents or papers connected with the Contract.

3. SPECIFICATIONS AND DRAWINGS:

3.1 Any information, details etc. called for in the specification and not shown in the drawings and vice-versa shall have the same effect and meaning as if called for and shown both in the specification and

drawings. In case of conflict between the specifications and drawings, the decision of the Purchaser/owner or his duly authorized representative shall be final and binding.

3.2 STANDARDS:

The goods/materials supplied under this contract shall conform to the standards mentioned in the Technical Specification, and, when no applicable standard is mentioned, the authoritative standard appropriate to the goods/materials issued by the concerned institution and such standard shall be the latest.

4. CONDITIONS FOR FORFEITURE OF EMD:

The EMD may be forfeited

1. For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer,
2. Any bidder withdraws/varies his offer within the bid validity period before finalisation of the tender.
3. If the bidder does not accept the arithmetical correction of its bid price.
4. For failure to submit security cum performance BG within 30 days of the date of issuance of LOA/ PO/ Work Order.
5. If the acceptance of order is not received within the stipulated period.
6. If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him,
7. If the Bidder refuse to withdraw, without any cost to the Owner, any deviation not listed in Statement of Deviations but found elsewhere in the Bid,
8. On providing false or incorrect information in respect of qualifying requirement etc.
9. In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days 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.

5. DISCREPANCIES IN THE BID & TREATMENT THEREOF:

The bids shall also be checked for computational error, if any, to arrive at the computed price, as per provisions in the following:

- In case of discrepancy between the original and copies of bid, the original bid will be considered correct.
- If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected accordingly.
- If there is a 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.
- If the bidder does not accept the correction of errors as worked out by above methodology, its bid will

be rejected and the earnest money will be forfeited.

6. COST COMPENSATIONS FOR DEVIATIONS:

- (i) Deviations specifically declared by the bidders in the respective **Deviation Schedules of as per Annexure C** (to be submitted along with techno-commercial offer) and respective **cost of withdrawal of such deviation as per Annexure D** (to be submitted along with the price bid) only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviation Schedules. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedules shall be added to the bid price to compensate for these deviations. In case prices for the withdrawal for declared deviations are not furnished by the bidder, their offer will be considered as unresponsive and will be rejected. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Deviation Schedules, the bid Security / EMD of the bidder may be forfeited.

Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to the Owner, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited and the bid is liable for rejection.

Bidders are requested to quote the technical parameters/ guaranteed technical particulars of the quoted item as per specification sheet/booklet enclosed with the bid document.

- (ii) Bidders are requested to offer their commercial terms and conditions as per Annexure-A attached herewith.
- (iii) Manufacturers are requested to offer their pricing as per Annexure - B attached herewith.

7. INSPECTION / CHECKING / TESTING:

All materials/equipments manufactured/supplied by the vendor against the Purchase Order/contract shall be subject to inspection, check and/or test by the Purchaser or his authorised representative. All these tests shall be carried out in the presence of Owner and/or his authorized representative. Vendor shall notify the Purchaser at least 15 days in advance when the material / equipment is ready for inspection. If upon delivery, the material / equipment does not meet the specifications / samples, the material / equipment / spares shall be rejected and vendor to be intimated for necessary repairs / modification etc. or for replacement. In such cases all expenses including to-and-fro freight, repacking charges etc., if required, shall be to the account of the vendor.

Inspection by Purchaser and / or his authorized representative or failure by the Purchaser and/or his authorized representative to inspect the material / equipment shall neither relieve the Vendor of any responsibility or liability under this Purchase Order / contract in respect of such material / equipment nor be interpreted in any way to imply acceptance thereof by the Owner.

Whenever specifically asked for by the Owner/Purchaser and/or his authorized representative, the Vendor shall arrange for inspection/testing by the Owner or third party authorised agencies as stipulated in the Purchase Order / contract. In such cases Vendor shall adhere to the inspection / testing procedure laid down by such agencies. All expenses including inspection fees shall be to the Purchaser account unless agreed to the contrary and specified in the Purchase Order/contract.

8. ACCESS TO VENDOR'S PREMISES:

The Owner and/or his authorized representative shall be provided access to Vendor's and/or his sub-vendor's premises at any time during the pendency of the Order/contract for expediting inspection, checking etc. of work.

9. TRANSIT INSURANCE & REMOVAL OF REJECTED GOODS AND REPLACEMENT:

The items to be supplied have to be covered by Insurance during transit from vendor's works / site / go-down up to the consignee's respective project/formation/ store. It is mandatory to avail DVC's Open Insurance Policy for all concerned for all O&M Projects and all other installations.

In Turnkey Project Contracts, the bidders have to supply materials / equipment from the vendors approved by DVC (which may also include the bidder as manufacturer of the product), which is normally firm up after placement of order. The quoted freight & insurance charges for this purpose are, therefore, irrespective of the vendors and geographical locations of their works. The bidder is, therefore, entitled to the fixed freight & insurance charges and no documentary evidence in support of the claim may be insisted upon and hence Mega Risk Policy would not be applicable for them.

9.1 If upon delivery to consignee's go-down, whether inspected and approved earlier or otherwise, the material / equipment is not found in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of Receipt of the material at the Works / Site / consignee's end.

The Vendor on receipt of notification shall arrange removal of the rejected items within 15 days from the date of notification at his own cost. In the event the Vendor fails to lift the materials within the said 15 days, the consignee or his authorised representatives without any further notice or information to the vendor, shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the Vendor.

9.2 In the event, the equipment and materials or any portion thereof are damaged or lost during transit, the consignee or his authorised representatives shall give notice to the Supplier/vendor detailing the particulars of such equipment & materials damaged or lost during transit. The replacement of such equipment and materials to be effected by the supplier / vendor free of costs including handling and transportation charges up to site, within a reasonable time.

10. TERMS OF PAYMENT (Only relevant payment term applicable as per type of package/tender should be included in the tender/bid document)

For purchase order involving supply only, payment terms will be as below:

100% payment along with full taxes & duties will normally be made by the purchaser/Owner to the Vendor through A/C Payee Cheque /RTGS within 15 working days from the date of receipt of material at site and after inspection & acceptance thereof or from date of receipt of invoice whichever is later. The consignee would arrange for inspection of the supplied items. All documents relating to payment would be checked and verified and to be passed by the concerned Accounts Office before effecting payment, with reference to the P.O./ LOI /LOA.

However, payment terms for P.O.s placed directly on manufacturer /authorised dealer may also be done as below:

90% of the ordered value to be paid against despatch documents through bank subject to prior acceptance of SDBG, if applicable. Balance 10% of the ordered value to be paid after receipt of materials at site and acceptance thereof.

Provision of part payment against part supply of consignment at consignee's end may be incorporated in Purchase order on the merit of the case (only if the part consignment can be used independently), provided necessary stipulation is made in the bid document.

The payment terms for any works/service contract may be regulated as below:

90% of contract price for works/service contract against RA bills. This also includes initial advance, if any. Remaining 10% after completion of the contract.

The payment terms for supply and erection & commissioning for any Turnkey contracts/packages

may be regulated as follows:

1) Supply portion only:

70% of the Ex-works price /ordered value of supply (of bought out items also) with full taxes and duties as applicable after adjustment of advance, if any, will be paid against proof of despatch (viz. R/R, L/R) , detailed invoice / packing list, warranty certificate, test certificate ,insurance policy / certificate, dispatch clearance .

20%of the Ex-works price / ordered value of supply (in case of bought out items also) after receipt of the materials and inspection and acceptance at site. Remaining 10% after complete erection and commissioning & testing and handing over.

However, for spares, balance 30% shall be paid after receipt of materials and inspection & acceptance at site.

2) Erection & Commissioning:

90% of contract price for Erection & commissioning against RA bills. This also includes initial advance, if any. Remaining 10% after complete erection and commissioning & testing and handing over.

3) Payment terms in respect of imports will be regulated as below:

100% FOB price less Indian Agency Commission in Rs, if any, shall be paid against presentation of shipping documents as called for in the purchase order through irrevocable LC. The Indian Agency Commission in Rs, if any, shall be paid within 30 days of receipt of material at the consignee end.

11. ADDITIONS / ALTERATIONS / MODIFICATIONS:

The Owner reserves the right to make additions/reduction/ alterations/ modifications to the quantity of the items in the Purchase Order. The Vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase Order. If, however, the additional supply is at variance with design, size and specifications and not already covered by the Purchase Order or the amendments therein, the rates for such additional supply shall be negotiated and mutually agreed upon.

12. DELIVERY SCHEDULE / COMPLETION PERIOD:

Time is the essence of this contract and normally no variation shall be permitted in the completion time/delivery schedule mentioned in the Order/contract unless an amendment in this regard is issued by DVC. Time extension may be issued on specific request/reason provided such request is communicated to the Order Issuing Authority before the expiry of the stipulated delivery schedule/completion period. Date of delivery of materials/goods is to be reckoned as the date of receipt of same by the consignee.

13. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY /COMPLETION OF WORKS:

13.1 The time remains the essence of any contract/ purchase order awarded by DVC and all supply under a Purchase Order/all deliverables under a Work Order needs to be completed within the stipulated time schedule.

The Contractor shall commence work on the Facilities from the date of Notification of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

Therefore, the provision has been kept in the contract that in case of delay in completion/delivery, for the reasons attributable to the contractor/ vendor/service Provider, DVC reserves the right to recover from the contractor/vendor/service provider as per the following method:-

(i) **For procurement of Goods:** A sum equivalent to 0.5% of the value of the delayed materials / equipment / spares for each week of delay and part thereof subject to maximum of 5% of the total

value of delayed materials/ equipment / spares as Liquidated Damage (LD).

- (ii) **For procurement of Works/services:** A sum equivalent to 0.5% of the value of the total contract value of the order for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD). However, in case of delay in completion of the contract for repair works costing up to Rs. Ten lakh, liquidated damages of 1% of the contract value per week of delay subject to a maximum of 5% of contract value should be levied.

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.

13.2 Alternatively, the Purchaser reserves the right to purchase / outsource the material / spares / equipment / works / service from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material/ works/service by the above procedure.

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

13.4 In the event of recourse to alternative 13.2 and 13.3 above, the Purchaser will have the right to re-purchase/ outsource the stores/works & service, to meet urgency in requirement caused by Vendor's failure to comply with the schedule of delivery/ completion of the work, irrespective of the fact whether the materials/equipment/works/service are similar or not.

14. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

To ensure due performance of the contract, the Supplier/Contractor/ Service Provider receiving the LOA/PO/Work Order is required to furnish the required performance security, if it is part of tender conditions, in the prescribed form by the specified date as mentioned in the Tender.

Performance security should be for an amount of five (5) to ten (10) per cent of the value of the contract as specified in the tender documents.

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

Submission of Performance Security is not necessary for a contract value up to Rupees 1 (one) lakh.

Performance security may be furnished in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

The earnest money / EMD, wherever applicable, instead of being released may form part of the security deposit.

Performance Security is to be furnished by a specified date ["generally 21 days after issuance of LOA for Works Contract" or "generally 14 days after issuance of PO/LOA for Goods/Services Contract"] and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

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

In exceptional cases, where in place of a Bid security, DVC asked the Bidders to sign a Bid securing declaration accepting that if they are awarded the contract and they fail to submit the performance

security within 30 days of the date of issuance of LOA/PO/Work Order as defined in the tender documents, they will be suspended for the period of time specified in the tender documents (maximum up to 2 years) from being eligible to submit Bids/ Proposals for contracts with DVC. The Contract shall be short closed and retendered.

Performance Security should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than a specified date [“365 days for Works Contract” or “60 days for Goods/Services Contract”] of completion of the Defect Liability Period (DLP) / warranty period, as applicable.

Proper procedures for safe custody, monitoring and return of bank guarantees and other instruments may be followed. Before making a final payment or before releasing the performance bank guarantee, a ‘No Claim Certificate’ may be insisted upon from the supplier to prevent future claims. Whenever a bank guarantee is released following due procedure and safeguards, acknowledgement thereof should also be taken from the contractor. Return of Performance Securities should be monitored by the senior officers and delays should be avoided. If feasible, the details of these securities may be listed in the e-Procurement Portal, so as to make the process transparent and visible.

The performance security will be forfeited and credited to DVC's account in the event of a breach of contract by the contractor /Supplier/Service provider.

In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) —an international convention regulating international securities.

On account of the COVID-19 pandemic, that caused slowdown in economy, it is decided to reduce Performance Security from existing five to ten percent to three (3) percent of the value of the contract for all existing contracts till 31.03.2023. However, the benefit of the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated. All tenders/ contracts issued/ concluded till 31.03.2023 should also have the provision of reduced Performance Security. In all contracts, where Performance Security has been reduced to three percent, the reduced percentage shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond 31.03.2023. Similarly, in all contracts entered into with the reduced percentage of Performance Security of three percent, there will be no subsequent increase in Performance Security even beyond 31.03.2023. Where, there is compelling circumstances to ask for Performance Security in excess of three percent as stipulated above, the same should be done only with the approval of the next higher authority to the Tender accepting authority (TAA) for the particular tender. Specific reasons justifying the exception shall be recorded.

Note for Procurement of Works:

In addition to Performance Security (usually 5%), a percentage (usually 5%) of each running bill (periodic/ interim payment) to be withheld as Security Deposit/ retention money until final acceptance.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the Procuring Entity at the following stages:

- i) After the amount reaches half the value of the limit of retention money; and
- ii) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking-over certificate; if the Taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the works or final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.

Note for procurement of Goods:

Depending on the anticipated overall drawal against a rate contract and, also, anticipated number of parallel rate contracts to be issued for an item, Department shall consider obtaining Performance Security @ 5% of the value of supply order in the supply orders issued against rate contracts on the rate contract holder.

Note for procurement of Consultancy & Other Services:

If the Service Provider fail to submit a performance security before the deadline defined in the Tender document, they will be suspended for the period of time specified in the Tender document (maximum up to 2 years) from being eligible to submit Bids/Proposals for contracts with DVC.

15. PATENT RIGHTS:

Royalties and fees for patents covering materials/equipment/ spares or processes used in executing the work shall be to the account of the Vendor. The Vendor shall satisfy all demands that may be made at any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the Purchaser indemnified in that regard in the event of any equipment / spares / material or part thereof supplied by the Vendor is involved any suit or other proceedings held to constitute infringement and its use is enjoyed, the Vendor shall, at his own expenses, either procure for the Purchaser the right to continue the use of such equipment/spares/material replace it with a non-infringing material / spares / equipment or modify it so it become non-infringing.

16. FORCE MAJEURE:

Vendor/Contractor/Service Provider shall not be considered in default if delay in delivery /completion occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor/Contractor/Service Provider to DVC within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the delivery/completion schedule will be extended for a length of time equal to the period of force majeure or at the option of DVC the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of DVC. In the event of such cancellation, the Vendor/Contractor/Service Provider shall refund any amount advanced or paid to him by DVC and deliver back any materials issued to him by DVC and release facilities, if any, provided by DVC. However, applicability of Force Majeure Clause in respect to a particular contract in the above backdrop is to be decided by Tender Accepting Authority of DVC.

17. TERMINATION:

Clause no 24 of optional terms & conditions of contract is to be followed.

18. OWNER SUPPLIED MATERIALS (OSM):

In turnkey contracts/Work contracts, there are occasions where DVC supply some of the materials/equipment to the contractor free of cost or with cost, for erection. The contractor shall arrange proper storing and insure against all risks for such OSM. The contractor shall furnish indemnity bond for the total value of OSM.

19. RECOVERY OF EXCESS CONSUMPTION:

Rate of recovery (for excess consumption of OSM exceeding allowable wastage) for OSM may be determined on the basis of latest PO with storage charge (wherever incurred) / 15% service charge and price variation, wherever applicable (only positive variation to be considered without any ceiling) as on date of commissioning of OSM after erection.

The contractor may be allowed to replenish the excess consumed materials from the sources approved by DVC. However, if the OSM has to be issued through additional procurement on demand of the contractor because of excess consumption of his/their part, replacement of such additional quantity may not be allowed at the discretion of DVC and the same will be recovered as per procedure described above. In case penal recovery is considered to be expedient in respect of any critical equipment, the same shall be

provided in the contract/bid document only after obtaining approval of HOD/Director.

In case of issuance of any Tools and Plants, the contractor should return the same in as received condition.

For civil item the recovery of excess consumption of material may be adopted as per prevalent CPWD Specification/Norms.

20. CHANGES IN CONSTITUTION OF BUSINESS:

In the event of change in constitution of business of the contractor after issuance of contract due to merger/acquisition/any other reasons, the newly formed entity shall be equally held responsible to fulfil the contractual obligation. This is notwithstanding anything contained in NIT or subsequent LOI / LOA / GCC or any other document issued or provisions contained in any other Rules / Acts / Legislation.

21. WAIVER:

Any waiver by the Owner of any breach of the terms and conditions of the Order shall not constitute any subsequent breach of the waiver of any other right or conditions.

22. COMPLIANCE OF REGULATIONS:

The Vendor shall warrant that all Goods and/or services covered by this Purchase Order/ contract shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act, 1951 & Industrial Dispute Act, 1947 and any amendments there under, labour agreements, Safety rules and PF compliance, working conditions and technical codes and requirement as applicable from time to time.

All laws, rules and regulations required to be followed in execution of the order / contract, must be complied with. The Vendor should execute and deliver such documents as may be needed by the Purchaser/ owner in evidence of compliance. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Vendor and the Owner shall not be responsible in any manner whatsoever.

23. SUB-LETTING & ASSIGNMENT:

The Supplier/Contractor/Service Provider shall not sub-let or assign any part of the contract (wherever allowed following the terms & conditions mentioned below) to any other vendor/agency without the prior written consent of DVC. Such assignments or sub-letting or transfer shall not relieve the Supplier/Contractor/Service Provider from any obligation, duty and responsibility under the contract. Any assignment, transfer or sub-letting without the prior written approval of DVC shall be void. DVC shall have the right to cancel/ terminate the contract in whole or in part and to purchase the goods/ works/ services from elsewhere and the Supplier/Contractor/Service Provider shall be liable to DVC for any loss or damage which DVC may sustain in consequence or arising out of such purchase and the Supplier /Contractor/Service Provider shall indemnify such loss or damage to DVC.

Note for Procurement of Goods: -

Agents should only be as per the terms of the contract. Sub- contracting of the contract should normally not be allowed in procurement of goods.

Note for Procurement of Works:

The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by DVC, with a caveat that the responsibility for all sub-contract work rests with the prime contractor. Sub- contracting will generally be for specialized items of work, such as reinforced earth retaining walls, prestressing works, and so on. Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting. The total value of sub-contracting work will not exceed the per cent of the contract price as specified in the contract (say 25 (twenty- five) percent). Subcontracting by the contractor without the approval of DVC shall be a breach of

contract, unless explicitly permitted in the contract.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This shall not apply to sub-contracts already awarded on or before the date of the Order (i.e. 23rd July, 2020).

A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting". However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority..

Back to Back Tie Up by PSUs: Construction PSUs if bagged the contract from the client Department as a contractor, has to execute the work by functioning like a contractor instead of sub-letting the 100% work on back to back basis.

The above provisions for subletting are to be clearly spelt out in the NIT documents.

Note for Procurement of Services:

Subletting is not allowed for Services contract including AMC/ARC which are of routine type, repetitive or frequent in nature.

In case of one-time contract like Overhauling Contract with OEM/OES, the contractor shall not be allowed to sublet whole of the work/services (back to back basis). For sub-letting of any part of such Contracts, the Principal contractor will provide the list of vendors for approval from HOP/HOD of DVC. After getting the approved list, the Principal contractor will award contract for subletting to any vendor from the list according to their company policy.

The above provisions for subletting are to be clearly spelt out in the NIT documents.

Note for approval of Sub-contractor (In case of Works or Services) / Sub-Vendor (In cases of Supply):

For O&M Contract/ Over Hauling Contract, HOP/HOD shall approve the list of Subcontractor/Sub-Vendor on recommendation of local FQA.

For other Contracts including EPC Contract awarded from HQ, Head (QC&I Department) shall approve the list of Sub-vendors (In cases of Supply) and HOP/HOD shall approve the SubContractors (In case of Works or Services) on recommendation of local FQA.

For other Contracts including EPC Contract awarded from respective site, HOP/HOD shall approve the Sub-Contractors/ Sub-Vendors on recommendation of local FQA.

24. VENDORS DRAWING & DATA:

All Drawings, data and documentation in respect of the ordered items are an integral part of the Purchase Order / contract. The Vendor will furnish all such drawings, data and documentation to the Purchaser / owner. Purchaser / owner will specify the schedule for submission of these documents by the Vendor and the required number of copies. The vendor shall ensure strict compliance to this schedule.

25. INFORMATION PROVIDED BY THE PURCHASER /OWNER:

All Drawings, data and documentation that are given to the vendor by the Purchaser / owner for the execution of the Order / contract shall be the property of the Purchaser / owner and shall be returned by the Vendor on demand by the Purchaser / owner. The Vendor shall not make use of any of the above documents for any purpose at any time except for the purpose of executing the Order / contract of the Purchaser / owner. The Vendor shall not disclose any of the information given by the Purchaser / owner to any person, firm, corporate body or authority and shall make all endeavours to ensure that the above information is kept confidential. All such information shall also remain the absolute property of the

Purchaser/owner.

26. MODIFICATIONS:

This order constitutes an entire agreement between the parties hereto. Any modifications to this Order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

27. GUARANTEE / WARRANTY:

27.1 The Vendor shall warrant that all material / equipment / services supplied under this Order / contract shall be new, unused and conform to the Purchasers / owners requirements and specifications. The Vendor shall guarantee the material / equipment / services under this Order for a period of 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.

For turnkey contracts, Guarantee / Warranty period is to be considered as 12 months from the date of commissioning of the same irrespective of date of delivery. The date of delivery to be reckoned as the date of receipt of the material by the consignee. The Vendor shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost to the Purchaser within the Guarantee/Warranty Period. The guarantee period for such replaced part shall be the same as that of equipment / materials specified earlier.

27.2 Checking / approval of vendors drawings, inspection and acceptance of material / spares / equipment / furnishing to effect shipment and / or work done for erection, installation and commissioning of the equipment by the Purchaser/owner or any other agency on behalf of the Purchaser / owner shall not in any way relieve the Vendor from the responsibility for proper performance during the guarantee period.

27.3 Service contracts like hiring of vehicle / Insurance / consultancy / Clearing & Forwarding services etc and other consumable items like stationeries, printing of matter etc. are beyond the purview of Warranty Clause.

However, before floating of enquiry, Indenter / TIA at his discretion and depending on the technical intricacies of the procurement of goods and services may decide on the period of warranty / guarantee.

28. DEMURRAGE / WHARFAGE:

In cases where documents are negotiated through Bank, any consequential charges e.g. demurrage / wharfage charges, due to late retirement of documents on account of (i) violation of the inspection clause, (ii) material despatched after expiry of delivery period without obtaining approval in advance for extension of delivery period (iii) despatch of materials not as per schedule mode of despatch by approved transporters as per P.O/contract. (iv) late receipt of invoice or due to violation of any other clause/clauses of the purchase order will be to the Vendors account. Supplier would also be responsible for all such payment due to late receipt of RR/LR and other documents.

29. GRAFTS / COMMISSION:

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, agent officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Supplier to the cancellation of this and all other Contracts and also to pay for any loss or damage to the Owner resulting from such cancellation. The Owner shall then be entitled to deduct the amount so payable from any money otherwise due to supplier.

INTEGRITY PACT : Vendors/contractors are required to unconditionally accept the “Integrity pact” (executed in plain paper) as per format furnished by DVC

30. GOVERNING LAW:

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

31. Safety Aspects to Be Complied:

a. Safety Clause for O&M contracts:

CLAUSE NO.	REQUIREMENT
1.0	<p>The contractor/ agency shall comply with all the requirements of the Factories Act, State Factories Rules as amended time to time, and all other statutory requirements as applicable to his work, like Indian Electricity Act, ESI Act (Wherever the facility is available), PF Act, Workmen's Compensation Act, Motor Vehicles Act, etc. He shall ensure compliance of all the responsibilities of the Occupier and Factory Manager as mentioned in the Factories Act, in his activities of work.</p>
	<p>Additionally, the contractor shall comply with all the Rules framed by DVC (Also referred here as DVC), relating to Safety of all those working/ present in the work place, and ensure compliance with all types of permit to work. He shall also comply with all directions given by the Engineer In-charge or Head of DVC Project Safety Deptt. Or, their nominated representative with specific regard to Safety and Health of the workers.</p>
2.0	<p>The Contractor/ Agency shall frame and implement its Safety and Health Policy, which shall contain all the provisions relating to compliance of DVC Safety/ Health and Safety Policy.</p>
2.1	<p>The Contractor shall appoint a full time Engineer with qualification of either Degree in Engineering, with not less than 1 years of supervisory experience or Diploma in Engineering with not less than 3 years of experience up to 50 workers/ staff or a part thereof. In case of electrical work, supervisor must possess valid supervisory license of competency. In Chemical contract such as chemical laboratory, Supervisor's should have qualification on Bachelor of science with Chemistry with not less than 3 years' experience.</p>
2.2	<p>If at any time the contractor employs more than 50 workers including staff, he shall appoint from the start of work itself a Safety Officer, with the qualification as mentioned in the Factories Act/ State Factories Rules applicable to the state, in which the work is carried out. The Safety Officer of the Contractor shall discharge only those responsibilities as mentioned in statutory rules for the Safety Officers.</p>
2.3	<p>Before start of work by the Contractor, the Contractor shall sign an MOU with Head of DVC Project Safety Deptt. and Engineer In- charge of the contract (The Engineer In charge is not below the rank of Suptd. Engineer in Thermal Power Plant and in case of other station Senior Most Engineer). Safety MOU should be prerequisite of agreement of execution. During sign of Safety MOU, agency shall submit following documents also:</p> <ul style="list-style-type: none">a) Safety Plan of the Contractor for his own as well as his sub- contractors and action plan to implement it;b) Methodology (Including responsibility) of accident reporting to DVC authorities and Statutory authorities, conduct of enquiries, and implementation of corrective measures.c) The Contractor shall get all his Lifting equipments and tackles thoroughly examined / tested through a Competent Persons, approved by the local state Government, where the work is being undertaken.d) For contracts, before start of work by the Contractor, the Contractor shall purchase new required personal protective equipment's' and get it verified from Head of DVC Safety Department for inspection of quality and quantity purchased. He/she will inspect these Safety Shoes, Safety Helmets, Safety Harnesses etc. for its suitability. Only after this inspection and clearance in writing, above referred items shall be used or issued by the Contractor. For contracts, more than one-year, new PPEs again shall be distributed before expiry of one year from last PPEs distribution date. After that, contractor shall also have to provide different kind of safety gears according to their nature of job including reflective jackets.

The cost of these PPEs are treated under chargeable expenditure for which there is the cost of these PPE should be estimated in line with para 2.11.1 (statutory and non - statutory consideration while working out estimate page no. 60) of IR and compliance Hand Book-2015 (1st edition). Tenure of these three Personal Protective Equipment's shall be applicable once for those numbers working for one year, if these are purchased from the party with which the rate contract had been made by DVC; at the rate at which rate contract had been made by DVC; or from the original IS Marked equipment manufacturer (Or his authorized representative), registered with Bureau of Indian Standard. The estimated value of Safety Shoes and Safety Helmets shall be limited to the number of employees, for which the contractor had taken the labour licence or DVC had approved to hire; for the Safety Harness payment in estimated value shall be restricted to the decided quantity between the Contractor and DVC.

- e) Before Start of the contract, the Contractor shall provide appropriate Safety Induction Training to all his workers, of at least one full day duration, through an external agency with faculty having the qualification as mentioned in the factories act /state rules for the safety officer. The DVC Management has a right to refuse issuance of gate pass to the workers, if the workers are not trained.
- f) Before Start of the work by the Contractor, the Contractor shall provide thorough pre-employment health check-up /examination of his workers and fitness certificate as per the Factories Act and Rules made under. Later, DVC shall provide Occupational Health Check Up such as lung function test, ECG, Sputum, Chest X-ray, audiometry, blood test etc. of all contract workers including i.e. supply, casual, AMC/ARC workers working within the Thermal Power Plant and Audiometric test, ECG, Blood test etc. for Hydel station with cashless facility. Only those workers who are found fit in such medical examination shall be employed only by the Contractor. It is the responsibility of each contracting agency to ensure the availability of suitable arrangements at their work site for rendering prompt and efficient First aid to injured persons. The DVC Management has a right to refuse issuance of gate pass to the workers if the workers are not undergone such pre-engagement medical examination /health check-up.
- g) In case of occurrence of any accident/ mishap/ violation of statutory provisions/ DVC Rules, Competent authority in DVC may constitute inquiry Committee, to find out the circumstances or causes into it, remedial measures to prevent recurrence of similar accidents/mishaps/ violations etc.. The Contractor shall provide full cooperation in conduct of inquiry, conducted by such Inquiry Committee and also send his workers to attend the inquiry and give statement, with full wages for the day.
- h) Wherever there is probability of fall of worker/ material from more than 8 Ft, to prevent his fall, the contractor shall provide Full Body Safety Harness with ISI mark to all his workers and ensure it's use. He shall also provide safety net below such work place. He shall ensure compliance of all provisions of Permit for working at height advised by DVC. If the fall arrester is provided by DVC, the Contractor shall ensure it's right use.
- i) Before execution of safety MOU all statutory documents related to vehicles used like vehicles fitness, RC book, driving license, pollution certificate, driver eyesight test etc. should be prerequisite.

2.4 The contractor shall use only double insulated power tools at the construction place. He shall only use 3 Core cable for Single phase supply and 4 Core Cable for 3 Phase supply. For all electrical connections appropriate ELCB/RCCB shall be used by the Contractor.

- a) In no case any electric supply shall be taken through loose wire like supply without industrial Plug Top.
- b) No electrical repair work shall be carried out on any live equipment. It shall be done only by the Electrician having ITI qualification or equivalent and Wireman's certificate issued by the State Government. No work shall start without obtaining work permit from DVC Engineer In- charge or his authorized representative.

3.0 In case any accident occurs during the construction or erection work or other associated activities, undertaken by the Contractor, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer In-charge, DVC Head of Safety Deptt. in the prescribed form (Which can be collected by the Contractor/ Agency from the Project Safety Deptt.), and also to all the statutory authorities envisaged under the applicable laws.

4.0 The Engineer In-charge as well as DVC Head of Safety Deptt. or their nominated representative, shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments. In such cases, the contractor shall be informed in writing, and the contractor shall immediately stop the work, and comply to remove short-comings promptly. After ensuring compliance of instructions given by Engineer In charge, he shall inform him of completion of compliance, and after his written permission only, shall restart the work.

5.0 If the Contractor fails complying with the provisions as mentioned above, DVC Engineer in charge/ Head of Safety, DVC shall impose financial deduction at the rate of Rs. 2,000/- per day for each violation or any unsafe act /unsafe condition made by each such worker or part thereof, for contract value exceeding Rs Thirty Lakh till the provisions are complied with. The above provision shall be at the rate of Rs. 1000/= for the contract those value not exceeding Rs thirty lakh. Such amount will be deducted from their running bill of the contractor.

6.0 If the Contractor fails complying with the provisions as mentioned above, the financial deductions shall be made by DVC, at the rate of Rs. 2,000/- per day or part thereof, from the contractor's bill for contract value exceeding Rs Thirty Lakhs; and at the rate of Rs 500/- per day for the contract value not exceeding Rs Thirty Lakhs, till the provisions are complied with.

In case of injury, the compensation as calculated/ directed by the State Government Authorities shall be paid by the Contractor to the Victim/ his legal heir, in accordance with the statutory provisions.

However, in case of accident, additionally, following financial deductions shall be made by DVC, from the bill of the Contractor:

a	Fatal injury or accident causing death	15 % of contract value or Rs. 7,00,000/- per person, whichever is less.
b	Major injuries or accident causing 25% or more permanent disablement to workmen or employees	5% of contract value or Rs. 200,000/- per person whichever is less

7.0 Workmen who work at height needs to pass the compulsory vertigo test.

8.0 No electrical installation work, including additions, alterations, repairs and adjustments to existing installations, except such replacement of lamps, fans, fuses, switches, low voltage domestic appliances of voltage not exceeding 250 volts and fittings as in no way alters its capacity or character, shall be carried out upon the premises of or on behalf of any consumer, supplier, owner or occupier for the purpose of supply to such consumer, supplier, owner or occupier except by an electrical contractor licensed in this behalf by the State Government and under the direct supervision of a person holding a certificate of competency licence and by a person holding a permit issued or recognised by the State Government.

9.0 The Contractor shall maintain Work Permit system, which is a formal written system used to control certain types of work that are potentially hazardous. A work permit is a document, which specifies the work to be done, and the precautions to be taken. Work Permits is an essential part of any safe systems activities. They start the work only after safe procedures have been defined and clearance taken from respective DVC designated engineers.

b. Safety clauses for construction Activities

CLAUSE NO.	REQUIREMENT
1.0	<p>The contractor/ agency shall comply with all the requirements of "The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act," 1996 and its Central Rule 1998 / State Rules and any other statutory requirements as applicable, like the Factories Act/ State Factories Rules (If applicable), ESI Act, PF Act, Workmen's Compensation Act, other applicable rules and provisions of BIS in the form of standards etc.</p> <p>Additionally, the provisions of the Domodar Valley Corporation (DVC) Safety Rules for Construction and Erection - as amended till date, shall also be complied with by the contractor/ agency. In case of any unconformity between statutory requirement and the Safety Rules of the DVC, the latter shall be binding on the Contractor unless the statutory provisions are more stringent</p>
1.1	<p>The Contractor shall also comply with all directions given in writing by the Engineer In-charge or Head of DVC Project Safety Deptt. Or, their nominated representative with specific regard to Safety and Health of the workers.</p>
1.2	<p>The Contractor/ Agency shall frame and implement it's Safety and Health Policy, which shall contain all the provisions as mentioned in the statute and also as mentioned in DVC Safety/ Health and Safety Policy, if it is not in contravention with the statutory provisions.</p>
2.0	<p>Before Start of work by the Contractor, The Contractor shall sign an MOU with Head of DVC Project Safety Deptt. and Engineer In charge of the contract, wherein he shall submit following documents also:</p> <ul style="list-style-type: none"> a) Safety Plan of the Contractor for his own as well as his sub- contractors; b) Methodology of Hazard identification and control measures thereof; c) Methodology to be adopted by him for providing work related training (For all Contract workers), including the hazards involved in the work awarded to the worker and how the work shall be done by the contract labour to ensure safety of his own as well as others working there. d) Names of Safety Officers, Safety supervisors and supervisors as well as the specific working area, to be supervise by them, for safety at the workplaces. e) Methodology (Including responsibility) of accident reporting to DVC authorities and Statutory authorities, conduct of enquiries, and implementation of corrective measures. f) The Contractor shall notify the names of Competent Persons, responsible for inspection of following equipments and facilities: <ul style="list-style-type: none"> 1. Tests and Inspections of all electrical equipments, installation and Safety Measures; 2. Tests and Inspections of all Scaffoldings and platforms for working at height including it's strength adequate handrails, Toe Boards etc.; 3. Tests and Inspections of all Personal Protective Equipments, 4. prevention of unauthorized entry or working by any person, including his own, into their work.
2.1	<p>Before Start of work by the Contractor/ Agency, the Contractor shall show the Personal Protective equipments, lifting equipments, personal protective equipments and other safety</p>

	<p>related items, brought by him/ them to Head of DVC Safety Deptt, and Engineer In charge, for inspection, who will inspect, if these equipments meet legal requirements. Only after inspection by them and clearance from them, in writing, above referred items shall be used or issued by the Contractor. However, such clearance shall be applicable only for bringing these items and DVC shall not be a party, if these items / equipments fail legal requirements, due to any supervisory problems, including unsafe handling or failure, due to whatever causes.</p>
2.2	<p>The Contractor/ Agency will notify well in advance to the Engineer In-charge and Head of DVC Project Safety Deptt. of his intention to bring to the Site, any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. DVC shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contract shall strictly adhere to and comply with such instructions. The Engineer In-charge and DVC Head of Safety Deptt. shall have the right at his sole discretion to inspect any such container or such construction plant / equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use.</p>
2.3	<p>The Contractor/ Agency shall take all measures required to ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Employer or to others, working at the Site.</p>
3.0	<p>The Contractors/ Agencies, whether awarded contract directly from DVC or those who have got contract with or without permission of DVC, shall get Safety Audit of their construction and/or erection activities conducted, through Safety Auditors, having (a) Diploma or Degree in Industrial Safety from any State Directorate of Technical Education,(b) 7 years experience of safety management in power plant; and (c) Have accreditation or trained from DGFASLI/ Ministry of Labour, Government of India, with following frequency:</p> <p>a) For Contracts of total value exceeding Rs 20 Crores, once within every six months period;</p> <p>b) For Contracts of total value less than Rs 20 Crores but exceeding Rs 5 Crores, once within every twelve months period;</p>
3.1	<p>All equipments used in construction and erection by the contractor shall meet BIS / International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual.</p>
3.2	<p>The contractor should also follow Guidelines / Rules of the Employer in this regard.</p> <p>The Engineer In-charge or Project Manager and / or Head of DVC Project Safety Deptt. shall have the right to examine the safety equipments to determine their suitability, reliability, acceptability and adaptability, and in case they do not find these of acceptable standards they can instruct to the Contractor to provide the equipments meeting these requirements, which the Contractor shall comply without any reservation.</p>
3.3	<p>The Engineer In-charge and / or DVC Safety Officer or their nominated representative shall have full power to demand any document/ take photos, which may affect Safety and health at the contractor's work place, and the contractor will provide it without any pre-condition.</p>
3.4	<p>The Contractor shall provide safe working conditions to all workmen and employees at his workplace including safe means of access, railings, stairs, and ladders, scaffolding, work platforms, toe boards etc.</p>
3.5	<p>Safety Training of at least one full day duration, relating to hazards in his work, shall be provided by the Agency/ Contractor through an external agency, with faculty having the qualification as mentioned in the BOCW Act/ Rules for the Safety Officer and have minimum 7 years site exposure as implementing safety provisions to all his workers, before start of work and every six months thereafter. In case, the contractor fails to do so, it may be organized by DVC, at the cost of the Contractor/ Agency, and the cost on this account, which shall not be</p>

	<p>more than the charges of National Safety Council, Mumbai, shall be deducted from the bill of the Contractor in the similar manner, as charged for work to be done at the risk and cost of contractor/ agency. When such programme is organized by DVC for the contractor's establishment, the contractor/ agency shall send his workers to attend the programme. If he does not send his workers to attend the Training Programme, the charges of training shall be recovered from the contractor.</p>
3.6	<p>The contractor shall arrange to get the certificate of training issued from training institution, to all the workmen, trained by them, which shall mention the date of training and it's subject. The worker shall keep the same along with the gate pass.</p>
3.7	<p>Adequate supervision shall be provided by the contractor at all times of work undertaken by the workers. The worker shall get the training endorsed on their Gate Pass.</p>
3.8	<p>When DVC Conducts any inquiry to find facts of any accident, violations of Statutory Provisions/ DVC Rules and asks the contractor to send his workers, the Contractor shall send his workers for deposing in this Inquiry.</p>
3.9	<p>The Contractor shall follow provision of Work Permit system for working at height, implemented by DVC. Wherever there is probability of fall of worker to level of more than 8 Ft, to prevent his fall, the contractor shall provide safety net below such area. Such Safety nets shall be provided wherever the possibility of fall of material also exists. The Contractor shall also provide Fall Arresting system/ device (Fall Arrestor), when required and shall ensure it's use.</p>
3.10	<p>The contractor shall make ambulance room for first aid and provide ambulance for shifting and treatment of sick and injured as mentioned in "The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act/ rules.</p>
3.11	<p>The register of medical examinations of the workers, employed in hazardous areas, conducted as per statutory provisions and injury (including near miss injury) register, shall be maintained by the Contractor. It will be presented to Engineer Incharge and DVC Head of Safety as well as Statutory authorities on demand. If any worker found suffering from occupational health hazard, the worker should be shifted to suitable place of working and properly treated under intimation to Engineer In-charge.</p>
3.12	<p>A copy of the Emergency Action Plan prepared by the agency shall be submitted to Engineer In-charge and Safety Deptt, for their approval. If any conditions are suggested by Engineer In-charge, Head of Safety Deptt, or their nominated representative the Emergency action plan shall be revised by the Contractor on the basis of suggestions so received. Mock Drill shall be organized by the Contractor at least once in every six months in consultation with Head of DVC Project Safety Deptt. or their nominated representative.</p>
3.13	<p>Only double insulated wire/ cable of power tools shall be used at the construction place.</p>
3.14	<p>The contractor shall ensure that all electrical installations or equipments including temporary electrical installations at the construction works are provided with earth leakage circuit breakers.</p>
3.15	<p>For Single phase connection, the contractor shall use 3 core cables with 3rd wire connected to earth. For three phase connection, the contractor shall use four core cables with 4th wire connected to earth.</p>
3.16	<p>In no case, single wires shall be used in the construction area.</p>
4.0	<p>The wires shall not be laid on the ground or any other surface, where there is possibility of damage to it's insulation. It shall be supported on insulated poles above ground, to prevent possible damage to it's insulation.</p>
4.1	<p>The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Employer or other contractors under any circumstances, whatsoever, unless</p>

	expressly permitted in writing by the Engineer I/c to handle such fuses, wiring or electrical equipment.
4.2	<p>Before the Contractor connects any electrical appliances to any plug or socket belonging to the other contractor or of the DVC, he shall :</p> <p>a) prove that the Engineer In-charge that the appliance is in good working condition;</p> <p>b) Inform the Engineer In-charge of the maximum current rating, voltage and phases of the appliances;</p> <p>c) Obtain permission of the Engineer In-charge detailing the sockets to which the appliances may be connected.</p>
4.3	No electrical repair work shall be carried out on any live equipment. The Engineer In-Charge must declare the equipment safe and a permit to work shall be issued by the DVC / contractor as the case may be to carry out any repair / maintenance work. While working on electric lines / equipments whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians / workmen / Officers.
5.0	No repair work shall be carried out by any person, who does not have a qualification ITI (Electrician). The Repair will be done after disconnecting the equipment. The Contractor's Engineer shall first declare the equipment safe and a permit to work shall be obtained through the DVC Engineer before carrying out any repair / maintenance work. While working on electric lines / equipments whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians / workmen / Officers.
6.0	The register of all, inspections and examinations and tests like of scaffoldings, excavations, measurement of electrical earth resistance, lifting tools and tackles, pressure vessels etc shall be properly maintained by the Contractor and will be promptly produced as and when desired by Statutory Authorities, the Engineer InCharge and Head of DVC Safety Deptt. Or, by the person authorized by them.
6.1	The contractor, employing up to 50 workmen, directly or through his agencies, whether temporary, casual, probationary, regular or permanent shall employ at least one full time safety officer on his roll, having qualifications as mentioned in statutory provisions, exclusively to supervise safety aspects of the equipment's and workmen, who will coordinate with the DVC Safety Officer. In case the work is being carried out through subcontractor, the employees / workmen of the sub- contractor shall also be considered as the contractor's employees/workmen for the above purpose. When more than 50 workers are employed, the Contractor shall additionally appoint on his roll, one safety officer for each 50 workers appointed by him or his agencies.
6.2	The name and address of such Safety Officer of the Contractor will be informed in writing to the Engineer In Charge with a copy to the DVC Head of Safety Deptt., within 3 days of their employment.
6.3	In case any contractors deploy less than 150 workmen each, one or more contractors shall jointly employ statutory Qualified Safety Officer and they will share the expenditure towards employment of this Safety Officer proportionate to the employment.
6.4	In case, the contractor fails to employ required number of Statutory Qualified Safety Officer, DVC shall have power to hire qualified Safety Officer on behalf of the Contractor and all expenditure including the cost of recruitment shall be charged from the Contractor. In such case, the DVC, in addition to charging the cost of the Qualified Safety Officer, which shall not be more than Rs One Lakh per month for each Safety Officer, and shall also deduct the amount, as mentioned in the contract.
6.5	The responsibility of the Safety Officer shall be as mentioned in the statute and he shall not be permitted or allowed to do any work other than as mentioned there.

6.6	<p>The DVC officers shall conduct the Safety Inspections/ Audit on their own, or through 3rd Party also and the Contractor shall provide full cooperation/information to them. He shall be informed of the violations of statutory provisions/ DVC rules in writing. The Contractor is to remove communicated violations promptly. If the Contractor does not remove communicated violations, within 3 days, the amount as mentioned in the contract, shall be deducted from the bill of the contractor.</p>		
6.7	<p>In case any injury occurs during the construction or erection work or other associated activities undertaken by the Contractor, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer In-charge,, DVC Head of Safety Deptt. in the prescribed form (Which can be collected by the Contractor/ Agency from the Project Safety Deptt.), and also to all the statutory authorities, as applicable.</p>		
6.8	<p>The Engineer In-charge as well as DVC Head of Safety Deptt. or their nominated representative shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause injury and endanger the safety of the persons and / or property, and/or equipments. In such cases, the contractor shall be informed in writing, and the contractor shall immediately stop the work, and comply to remove shortcomings promptly.</p>		
6.9	<p>The Contractor after stopping the specific work can, if felt necessary, may appeal against the order of stoppage of work to the Project Head within 3 days of such stoppage of work. The decision of the Project Head in this respect shall be conclusive and binding on the Contractor.</p>		
7.0	<p>If the Contractor does not provide safety equipments to his workers or fails to discharge of his other responsibilities, statutory or otherwise, as mentioned above, DVC may provide the same and recover the expenditure along with overhead cost etc. However, this does not absolve the contractor from his responsibility as mentioned in the contract or Statutory Provisions.</p>		
8.1	<p>The Contractor shall not be entitled for any damages / compensation for stoppage of work under Clause 6.9 or any other safety reasons and the period of such stoppage of work shall not be taken as an extension of time for Completion of the Facilities and will not be the ground for waiver of deductions made by DVC.</p>		
8.2	<p>If the Contractor fails in complying with the DVC Safety Rules for Construction and Erection or applicable Statutory Provisions; or continues the work even after being instructed to stop the work by DVC Head of Project Safety Deptt. as provided in Clause 6.9 mentioned above, on the direction of Engineer In-charge/ Project Manager or DVC Head of Safety Deptt., the deduction at the rate of Rs. 5,000/- per day (Rs five thousand per day) or part thereof for each violation for each day, shall be deducted from the bill of the contractor, till the written instructions are complied with, and verified by the Engineer In-charge or DVC Head of Project Safety Deptt.</p>		
8.3	<p>If any fatal injury or injury causing more than 25% permanent disablement to any person occurs during the activities of the contractor, due to lack of supervision by the contractor, or not taking all safety precautions and / or not complying with DVC Rules for Construction and Erection or Statutory Provisions, following deduction shall be made from the bill of contractor:</p>		
	<table border="0"> <tr> <td style="padding-left: 40px;">a. Fatal injury or accident causing death</td> <td style="padding-left: 40px;">Deduction @15% of contract value or Rs. 10,00,000/- for Injury to each person, whichever is less</td> </tr> </table>	a. Fatal injury or accident causing death	Deduction @15% of contract value or Rs. 10,00,000/- for Injury to each person, whichever is less
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	<table border="0"> <tr> <td style="padding-left: 40px;">b. Major injuries or accident causing 25% or more permanent disablement to workmen or employees</td> <td style="padding-left: 40px;">Deduction @5% of contract value or Rs.2,00,000/- per person whichever is less</td> </tr> </table>	b. Major injuries or accident causing 25% or more permanent disablement to workmen or employees	Deduction @5% of contract value or Rs.2,00,000/- per person whichever is less
b. Major injuries or accident causing 25% or more permanent disablement to workmen or employees	Deduction @5% of contract value or Rs.2,00,000/- per person whichever is less		
8.4	<p>In case of repeat Fatal/ Non-fatal injuries, occurring in the plant, the value of compensatory loss (In each case) will be double to that mentioned in specific category. In such case for fatal accident it shall be @ 25% of Contract value or Rs 15,00,000/- (Whichever is less) per person,</p>		

	<p>and for each non-fatal injury it shall be @ 10% of Contract value or Rs 3,00,000/- (Whichever is less) per person.</p> <p>[Permanent disablement, as mentioned above, shall have the same meaning as indicated in the Workmen's Compensation Act' 1923. The deduction mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act' 1923 and rules framed there under or any other applicable laws as applicable from time to time].</p>
9.0	<p>If any contractor worker, found working without using the required safety equipment like safety helmet, safety shoes, safety belts etc. or without anchoring the safety belts while working at height, the Engineer In-charge/DVC Head of Safety Deptt. or their nominated representative shall penalize the contractor for Rs.1000/- per person per day for his lack of supervision and allowing hazards at the work place, and shall inform the Contractor accordingly..</p>
10.0	<p>Job safety analysis is to be carried out before start of any work</p>
11.0	<p>Contractor shall not be allowed to use LPG cylinder in plant premises other than DA and Oxygen cylinder.</p>
12.0	<p>Workmen who work at height needs to pass the compulsory vertigo test.</p>
13.0	<p>No electrical installation work, including additions, alterations, repairs and adjustments to existing installations, except such replacement of lamps, fans, fuses, switches, low voltage domestic appliances of voltage not exceeding 250 volts and fittings as in no way alters its capacity or character, shall be carried out upon the premises of or on behalf of any consumer, supplier, owner or occupier for the purpose of supply to such consumer, supplier, owner or occupier except by an electrical contractor licensed in this behalf by the State Government and under the direct supervision of a person holding a certificate of competency licence and by a person holding a permit issued or recognised by the State Government.</p>
14.0	<p>The Contractor shall maintain Work Permit system, which is a formal written system used to control certain types of work that are potentially hazardous. A work permit is a document, which specifies the work to be done, and the precautions to be taken. Work Permits is an essential part of any safe systems of construction activities. They start the work only after safe procedures have been defined and clearance taken from respective DVC designated Engineers.</p> <p>Examples of high-risk activities include but are not limited to: i) Entry into confined spaces ii) Cutting & welding iii) Working at Height along with checklist iv) Working on electrical equipment v) Heavy lifting operations vi) Removal of grating/ Handrail / floor opening vii) Material Shifting</p> <p>The permit-to-work system should be fully documented, laying down: i) How the system works ii) The jobs it is to be used for; iii) The responsibilities and training of those involved; and iv) How to check its operation.</p> <p>A Work Permit authorization form shall be completed with the maximum duration period not exceeding 12 hours.</p> <p>A copy of each Permit to Work (PTW) shall be displayed near to work are (on PTW Display board) in close proximity to the actual works location to which it applies.</p>

32. SITE WORKS:

32.1 SETTING OUT/SUPERVISION/LABOUR:

32.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the jobs in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the

Employer.

If, at any time during the progress of work, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.

32.1.2 Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the work, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the work. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

32.1.3 LABOUR:

- (a) The Contractor shall provide and employ on the Site in the work such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills.
- (b) Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.
- (c) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the country where the Site is located.
- (d) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to their various home Countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- (e) The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors.
- (f) The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

32.2 CONTRACTOR'S EQUIPMENT:

32.2.1 All Contractors' Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

32.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

32.2.3 The Employer will, if requested, use its best endeavours to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

32.3 SITE REGULATIONS AND SAFETY:

The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

32.4 OPPORTUNITIES FOR OTHER CONTRACTORS:

32.4.1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.

32.4.2 If the Contractor, upon written request from the Employer or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

32.4.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.

32.4.4 The Contractor shall notify the Project Manager promptly of any defects in the other Contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.

32.5 EMERGENCY WORK:

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefore. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

32.6 SITE CLEARANCE:

32.6.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

32.6.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

32.6.3 DISPOSAL OF SCRAP:

The Contractor shall in consultation with the Project Manager promptly remove from the site any 'Scrap'

generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap / waste / remnants arising out of the fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.

The ownership of such Scrap shall vest with the Contractor except in cases where the items have been issued by the Employer from its stores for their installation only without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/duties shall be that of the Contractor.

The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The Indemnity Bond shall be furnished by Contractor as per proforma enclosed with NIT/Tender Document. Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer.

32.7 WATCHING AND LIGHTING:

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the employers and occupiers of adjacent property and for the safety of the public.

32.8 WORK AT NIGHT AND ON HOLIDAYS:

32.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of the Employer, except where work is necessary or required to ensure safety of the Facilities or for the protection of life, or to prevent loss or damage to property, when the Contractor shall immediately advise the Project Manager, provided that provisions of this GCC Sub-Clause 56.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

32.8.2 Notwithstanding GCC Sub-Clauses 32.8.1 or 32.1.3, if and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Employer's consent thereto, the Employer shall not unreasonably withhold such consent.

33. SETTLEMENT OF DISPUTES & ARBITRATION:

Clause no 20 of optional terms & conditions of contract is to be followed.

OPTIONAL TERMS & CONDITIONS OF CONTRACT

(RELEVANT TERMS AND CONDITIONS ARE TO BE INCLUDED AS ADDITIONAL / SPECIAL CONDITION OF CONTRACT AS PER DISCRETION OF TIA).

1. EARNEST MONEY DEPOSIT (IF APPLICABLE):

Every tender must accompany 'Earnest Money' as mentioned in the Tender Notice/Enquiry in desired form as mentioned below without which the tender will not be accepted. The Earnest Money should be deposited in any of the following forms:

- a) Earnest Money can be submitted in the form of Bank Guarantee from an Indian Nationalized Bank / Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank of India), irrevocable and operative till the validity of the offer as per enclosed 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 of 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 to be obtained from the website

of RBI – 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.

- b) Earnest money can also be deposited through E-payment to Damodar Valley corporation ,A/c No..... ,Name of prescribed bank....., branch....., IFSC code No....., MICR code No..... The bidder is required to furnish the transaction reference No. for the e- payment made to DVC.
- c) Attested photocopy of certificate issued by DVC as permanent EMD account holder.
- d) Pay Order/DD to be made in favour of Damodar Valley Corporation.
- e) In case the bid security is more than a threshold value (Rupees five lakh) and in case of foreign bidders in GTE tenders it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of GTE) issued/confirmed from any of the scheduled commercial bank in India in an acceptable form. The bid security is normally to remain valid for a period of 45(forty-five) days beyond the final bid validity period.

The offer accompanied by B.G. against EMD will only be considered valid on acceptance of the Bank Guarantee. The offer not accompanied by EMD or specified EMD in proper form as defined above shall not be considered as valid tender for opening provided necessary stipulations are made in the NIT.

- i) Earnest Money will be refunded only to the unsuccessful Tenderer within 30 days after finalisation of Tender and no interest will be paid for the same.
- ii) The amount of Earnest Money will be refunded to the successful tenderer, after acceptance of their Security Deposit-cum-Performance B.G. / successful completion of the order.
- iii) Micro and Small Enterprises registered with any National Small Industries Corporation (NSIC)/Khadi & Village Industries Board/ Coir Board/Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, Small and Medium Industries ,MSEs registered under Udyog Adhaar Memorandum(UAM) shall be exempted from the payment of Earnest Money. Micro and Small Enterprises seeking such exemption must enclose valid registration certificate from the appropriate Govt. authority.

In case the Bidder is a Joint Venture / Consortium, “all the members of Joint Venture / Consortium” or “the Joint Venture Company itself” should be registered with such authority for seeking such exemption.

Similarly, if the bidder is allowed to participate with an associate where the financial or the technical capability is fully meet by the associate, then both the bidder and its associate should be registered with such authority for seeking such exemption of Cost of Tender Documents.

However, where the bidder is allowed to participate with an associate where only a part of the technical capability is meet by the associate, then the bidder should be registered with such authority for seeking such exemption.

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

2. OFFER VALIDITY:

Quotation must be kept valid for at least 90/180 days or as decided by Tender Inviting Authority from the date of opening of the Enquiry / Tender and to be indicated in the NIT. If any bidder offers bid having validity shorter than that asked in the NIT, bid should not be rejected out rightly. Bidder should be persuaded to accept NIT stipulation.

3. PRICE BASIS:

Price mentioned in the Purchase Order/Work Order/Turnkey Project Contracts shall be firm till execution of the contract unless stated otherwise.

The bids may be invited either on 'firm price basis' or on 'variable price basis', but not on both. Tender Inviting Authority may invite any or all the items / components in supply / works / turnkey project tenders on 'variable price basis' i.e. few items / components of a NIT may be on 'Variable price' basis and remaining items / components of the same NIT may be on 'firm price basis'.

The bids may be invited on variable price basis. In such cases Standard Price Variation Formula, based on PV formula published by IEEMA / CACMAI or similar recognised sources or adopted by power utilities like NTPC / PGCIL etc. shall be indicated in the bid document. Bid document shall also indicate the standard source of different indices (for labour / material / exchange rate etc.) used in the PV formula for purpose of calculation of variable component. The base date for different indices for the purpose of calculating price variation will normally be considered 30 days prior to the last date of submission of price bid or as indicated in the bid document.

The cut-off date for different indices in the PV formula for the purpose of calculating price variation may be considered as 2 to 4 months ahead of scheduled delivery period or as decided by TIA to be indicated component-wise in the bid document. The PV formula shall be stipulated by DVC in the bid document with or without any ceiling limit as decided by Tender Inviting Authority. In case of non-publication of applicable indices on a particular date, which happens to be applicable date for price adjustment purposes, the published indices prevailing immediately prior to the particular date will be applicable.

Such bids shall be evaluated on the basis of offered price without any loading on account of price variation. In case a specific ceiling limit is mentioned in the bid document, payment shall, however, be restricted to the actual extent of variation that would take place limited to the ceiling limit. For bids on variable price basis without any ceiling limit, payment will also be effected on actuals as per PV formula without any ceiling limit.

No price variation beyond scheduled contractual delivery/completion period will be allowed. Where it has been there shall also be no price variation on the advance payment component, if any.

In case of any bidder offering firm price against NIT stipulation of variable price basis or variable price against NIT stipulation of firm price basis, it will be considered as deviation and bidder shall declare the cost of withdrawal of the same along with the price bid, failing which the offer will be considered unresponsive and to be rejected.

4. TAXES, LEVIES AND DUTIES:

Manufacturers/ Contractors/Service Providers /Suppliers shall quote statutory taxes and duties (GST, BOCW etc.) as applicable on the date of bid opening and shall be shown separately in the offer. This shall be to the account of the Damodar Valley Corporation (DVC), at actual limited to the amount as quoted by the Bidder, unless otherwise mentioned in the Purchase Order / Work Order. Any upward/downward variation in statutory taxes and duties after bid opening and up to the scheduled delivery period / work completion period shall be to the Damodar Valley Corporation account. Since such statutory taxes shall be on the account of DVC, benefits of any decrease in the same shall be retained by the DVC irrespective of decrease taking place during period of submission of bid and opening of bid. Taxes & duties shall always be paid as applicable. Extra Tax liabilities due to any upward variation in statutory taxes and duties beyond the contractual delivery period / work completion period will be attributable to the vendor. Any new taxes & duties imposed by statutory bodies after opening of the bid as applicable will be to the account of DVC as per rate ruling within contractual delivery period / work completion period, if applicable. Changes in the tax rate dependant on the volume of turn over Shall not be payable by DVC and to be payable by the bidder.

5. CLARIFICATIONS ON BID DOCUMENT:

Bidder may seek clarifications on the bidding documents (GCC + SCC, if any + Technical Specification Booklet + NIT {Tender Notice} along with annexure + Proforma & Check List of BG against EMD), if required, upto 7 days before the scheduled bid opening date. Any clarification sought by the bidders must be sent in writing to the Tender Inviting Authority.

Besides this, a Pre-bid Conference may also be held at the Tender Inviting Office at the discretion of Tender Inviting Authority. If agreed by Tender Inviting Authority, date, time and place for holding the Pre-bid Conference to be mentioned in the bidding document (NIT).

6. AMENDMENT OF BIDDING DOCUMENTS:

At any time prior to the deadline for submission of bids, the owner may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the bidding documents except QR after due approval of Tender Inviting Authority.

The amendment will be notified in writing or by telephone/fax/e-mail to all prospective Bidders that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein have been taken into account by the Bidder in his bid.

In order to give reasonable time to prospective bidders to take the amendment into account in preparing their bid, the owner may, at his discretion, extend the deadline for the submission of bids.

Any addendum/corrigendum/extension, if required, pertaining to Open NIT published through press advertisement will be hoisted in DVC website only and will not be published in Newspaper again. Bidders may be requested to visit DVC website regularly for any addendum/corrigendum/extension till opening of said NITs. This stipulation to be incorporated in the original press advertisement for the NIT.

In case of change in technical parameter/ specification/ scope of work, selling and submission date to be extended.

7. PRICE BID EVALUATION PROCEDURE:

Please refer BID EVALUATION PROCEDURE (Price Part):

8. MOBILIZATION ADVANCE/ADVANCE:

Advance payment is normally discouraged. In exceptional circumstances, interest-bearing advance to the extent of 10% of contract price may be given against submission of a BG taken towards security of the advance should be at least 110% of advance so as to recovery of not only principal amount but also interest portion if so required.

The BG wherever applicable should be valid up to the date of completion of works/supply and acceptance thereof.

Advance should not be paid in less than two equal instalments except in special circumstances for that reasons to be recorded.

A clause in the tender enquiry to be incorporated that the interest free advance would be deemed as interest bearing advance at a base rate of SBI plus 3.5% if the contract is terminated due to default of the contractor. However rate of interest should be applied for calculation of interest on the advance amount in reset basis (i.e. not fixed rate of interest, it may go on changing during the period of advance remain unadjusted) based on the change of base rate time to time.

Advance should be recovered within the original completion time.

9. OTHER ADVANCE:

Provision for 100% advance (interest free) may also be allowed in dealing with procurement on single

tender basis from CPSU/Govt. controlled autonomous Organisation / Universities / Laboratories/ Reputed Private Manufacturer as OEM etc.

The payment of advance is normally discouraged. The advance payment, in exceptional cases, may be given to the extent of 10% of total ordered value against submission of a Bank Guarantee of equivalent amount (on account of advance) and the same should have sufficient validity covering the full delivery period / full completion period and final payment thereof. Rate of interest of advance should be package specific and commensurate with the market rate.

10. PAYMENT THROUGH RTGS/NEFT:

All payments to the vendors will be released through RTGS/EFT only. Vendors are requested to submit the requisite details as per Annexure E.

The contractor/vendor shall furnish the following certificate to the Paying Authority along with each invoice/bill against payment for supplies made against any supply order/RC with longer completion period (more than a year), if the same is placed on firm price basis. 'I / we certify that there has been no reduction in the sale price of the stores of description identical to this item, supplied to any person/organization and such stores have not been offered/sold by me/us to any person/organization at a price lower than the price charged under this contract upto the date of this bill.'

11. PURCHASE PREFERENCE:

Purchase preference shall be applicable as per prevailing Policy of DVC/ GOI.

12. SOURCE OF SUPPLY:

The Vendor shall ensure that the indigenous capacity is utilized to the fullest extent possible in execution of the order. Where the imports are unavoidable, the Vendor shall import all such items in good time against his own import licence without affecting the contractual delivery schedule.

13. ELIGIBILITY CRITERIA OF JOINT VENTURE/ASSOCIATES IN TURNKEY CONTRACT:

- i) The bidder shall be an Indian joint venture, provided that eligibility criteria of individual bidder mentioned at NIT is met by one of the promoters or jointly by more than one promoter. Each promoter company on the basis of whom the joint venture company gets qualified shall have minimum 26% equity in the JV company. The equity shall be locked in at least for a period of 5 years from the date of bid opening or till the completion of the warranty period of the project whichever is later. The bidder and the promoter company (ies) on whose strength the JV company is qualified, shall be jointly and severally liable for the execution of the contract and an undertaking to this effect shall be submitted along with the bid. The bidder and the promoter company (ies) on whose strength the JV company is qualified, shall be jointly and severally liable for the execution of the contract and an undertaking to this effect shall be submitted along with the bid. In case of award, the performance security shall be provided by all partners in proportion to their participation in the project. NO JVC partner shall be allowed to bid independently or as a member in a consortium for this bid.
Note: If the JV is incorporated in India and not yet registered under the Companies Act of India as on the last date of submission of Bid, TIA may allow the JV's Bid for evaluation provided the all the partners of that JV are from India and JVC submit an undertaking along with the JV Agreement that they will submit the same as and when the same is registered under the Companies Act of India.
- ii) Bidders may take part in the bidding process with associates, provided he associates with a single firm for covering the any deficiency of QR part of individual bidder specified at NIT. In such a case the bidder shall furnish undertaking jointly executed by him and his associate for successful performance of the relevant system along with the bid. In case of award, associate shall be required to furnish bank guarantee for 5.0% (Five percent) of contract price of the work value in addition to the contract performance guarantee of contract value to be furnished by the bidder.
- iii) In case, bidder is a JV and does not meet financial requirements stated at NIT, the financial capability of at least one of the JV partners on whose experience the qualification is sought, shall meet the financial QR.

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

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

14. SELECTION OF SUB VENDORS FOR TURNKEY CONTRACTS / PACKAGES:

Approved list of Sub-vendors will be indicated in the bidding documents for QR and non-QR items of supply.

For non-critical items, there may not be enlisted Sub-vendors for every item and the supply shall be accepted as per related standards, approved sample, and satisfactory inspection, wherever applicable.

The bidders are, permitted to propose new/different Sub Vendor for approval of DVC in the pre and post bid stage.

If any new sub-vendor is proposed by the bidder, it may be approved and if it is acceptable on consideration that the proposed Sub Vendor made previous supplies to DVC or is included in the approved list in any other DVC / PGCIL / NTPC Project for similar supply.

In case the proposed Sub Vendor is found to meet the QR and is neither in the approved list nor has made any previous supply to DVC, appropriate decision may be taken by the concerned Chief Engineer in consideration of documents furnished by the sub-vendor and further assessment, if required, may be done in the pre-award/post award stage.

For non-QR items of supply, if new Sub Vendor is proposed by the bidder, it will be obligatory on the part of bidder to furnish the details / documents in support of their claim which would be reviewed and appropriate decision taken. In the event of further assessment of credential of Sub Vendor being felt necessary beyond the document furnished by the bidders, it shall be dealt with during post award stage.

Normally no separate QR may be stipulated for sub-contracting of erection works. In cases, where Sub-contractor for erection job is proposed by the bidder, the qualification of the proposed Sub-Contractor may be examined keeping in view the qualification requirement applicable for the quantum of job proposed to be sub-contracted and other relevant aspects related to the site condition and overall responsibility of the contractor.

Note for approval of Sub-contractor (In case of Works or Services) / Sub-Vendor (In cases of Supply):

For O&M Contract/ Over Hauling Contract, HOP/HOD shall approve the list of Subcontractor/Sub-Vendor on recommendation of local FQA.

For other Contracts including EPC Contract awarded from HQ, Head (QC&I Department) shall approve the list of Sub-vendors (In cases of Supply) and HOP/HOD shall approve the Sub-Contractors (In case of Works or Services) on recommendation of local FQA.

For other Contracts including EPC Contract awarded from respective site, HOP/HOD shall approve

the Sub-Contractors/ Sub-Vendors on recommendation of local FQA

15. SPARE PARTS, OILS & LUBRICANTS:

Wherever applicable, the Vendor shall furnish item wise price list of spare parts required for two years operation of the equipment ordered. The Vendor shall also provide the necessary instructions and drawings to identify the spare part numbers and their location as well as an interchangeability chart. The Vendor shall recommend the quality of oils and lubricants required to be used to the operation of the equipment supplied under this Order for a continuous operation for a period of at least one year.

16. 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

17. PACKING AND MARKING:

All goods shall be securely packed in cases, bundles, crates etc. suitable for Rail / Road / Air / Sea transport. All exposed services/connections, protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the words "Handle with Care". The packing of the goods to be transported by Rail / Road / Air / Sea shall be as per the conditions laid down by the appropriate authorities and the Vendor shall obtain clean railway / goods receipts without any qualifying remark.

All packages and unpacked materials shall be marked on at least two places indicating the name of the Purchaser/ Consignee, Purchase Order No., gross & net weights and dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged. All packages containing harmful/ hazardous materials should be prominently marked.

All goods should be despatched as per the relevant terms of the Purchase Order. In case any mode of transports has to be resorted to other than that mentioned in the Purchaser Order, the same should be done only after obtaining prior approval in writing from the Purchaser. All movement sanctions, loading permissions etc. from the railway or other authorities shall be obtained by the Vendor. The vendor should also take care of the odd- size consignments and their clearances involved. The Vendor shall communicate the relevant dispatch particulars immediately on dispatch by telex/telegram to the consignee as specified in the Purchase Order.

The Vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of despatch, failing which the Vendor shall be responsible for any delay in payments of consignment for want of documents and consequent demurrage, detention charges, etc.

18. MODE OF DESPATCH:

Vendor shall despatch the materials as per schedule mode of despatch as indicated in the purchase order/contract and any violations to this effect without taking prior written approval from the purchaser/owner is not permissible. If it is dispatched without per mission , all risk and cost is to borne by the vendor.

19. ACCEPTANCES:

The Vendor shall return the duplicate copy of the Purchase Order / contract / Work Order and the other enclosed documents duly signed with seal and date as a mark of acceptance, within 15 days from the date of issuance of the order to the Order Issuing Authority.

20. SETTLEMENT OF DISPUTES & ARBITRATION:

20.1 Mutual Consultation between Parties:

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation.

On failure of Mutual Consultation, the same shall be taken up by either party only through AMRCD [for dispute with CPSE/ Government Departments as Contractor] or to CCIE [for dispute other than CPSE/ Government Departments and disputed amount exceeds Rs. 10.0 Crs. and on agreement of the Contractor/ vendor], or through arbitration for other cases. Moreover, in cases of disputes pending before the Arbitration Tribunals or the Courts, the parties may opt for CCIE on agreement of both parties and only in the event of the parties withdrawing from such arbitration proceedings and undertaking to forego their rights to proceed further arbitration in the subject matter. The detailed procedures are as follows:

20.2 Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) and the parties fail to resolve such a dispute or difference by mutual consultation, then such dispute or difference shall be taken up by either party for its resolution only through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes), as per the prevailing rules/ guidelines issued by Department of Public Enterprises, GOI.

20.3 Conciliation Committees of Independent Experts (CCIE):

If the dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) is not between “Central Public Sector Enterprises (CPSEs) inter se and also not between CPSEs and Government Departments (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments)” and the parties fail to resolve such a dispute or difference by mutual consultation within 30 days from initial dispute reference from the Contractor, then the dispute may be settled through “Conciliation Committees of Independent Experts as formed by MoP, GOI (only for the Contract having disputed amount exceeds Rs. 10 Crs. considering the claim and counter claim of the parties and conciliation request through CCIE has been raised by the contractor)”.

The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement.

The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. The Conciliation Committee would either be able to resolve and settle and dispute(s) between the parties, or the process may fail. In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the

laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.

After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.

Once the conciliation process succeeds in reaching a settlement agreement, at the level of the Conciliation Committee, further legal proceedings by DVC will be allowed only after obtaining the approval of Ministry of Power, GOI.

Procedure in cases already pending before the Arbitral Tribunals / Courts:

In cases of disputes pending before the Arbitration Tribunals or the Courts, both of the parties [i.e. DVC and Contractor] need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proceed to examine such reference(s). The option of resolution through conciliation through CCIE would be open only in the event of the parties withdrawing from arbitration proceedings and undertaking to forego their rights to proceed for further arbitration in the subject matter. However, other legal remedies would be open to the parties in the event of the conciliation proceedings not being successful.

20.4 ARBITRATION:

20.4.1 Any dispute in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.

20.4.2 Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

20.4.3 The Employer and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator designated in the SCC.

20.4.4 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

20.4.5 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 30 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

20.4.6 Arbitration proceedings shall be conducted as follows:-

i) Appointing Authority for first Arbitrator: Chairman of DVC.

Appointing Authority for third Arbitrator:

a) President, Institution of Engineers in case of an Indian Contractor.

b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor

ii) Rules of procedure for arbitration proceedings:

- a) In case of a foreign contractor the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.
- b) In case of an Indian Contractor, the arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 and amendments thereto.

iii) The Place for Arbitration shall be: Kolkata, India

20.4.7 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

20.4.8 The arbitrator(s) shall give reasoned award.

20.5 Notwithstanding any reference to the arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

(b) The Employer shall pay the Contractor any monies due to the Contractor.

20.6 Arbitration Awards:

In cases where DVC has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by DVC to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to DVC should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of DVC as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of DVC may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and DVC. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

DISPUTE AVOIDANCE MECHANISM (in Construction contracts of Hydro-Power Projects):

Delays in addressing disagreements/ claims (if any) during execution of contracts, results in significant financial and economic losses besides time and cost over runs. Contractor should first refer such issues to the Engineer-in-Charge (EIC) of DVC for the subject Contract. In order to timely detect and to address the contractual issue(s) during the execution of contracts, all the related issues will be monitored and addressed on quarterly basis for resolution.

With regards to execution of any Hydro Power Project, if such issues are not resolved within 15 days from such reference by the Contractor to the EIC, either of the parties can refer the case for settlement through an "Independent Engineer (IE)" from the enplanement list as published by MoP, GOI for dispute avoidance in order to minimize / resolve contractual disputes at the inception stage itself.

The main objectives of engaging 'IE' are as follows:

- i. To reduce the conversion of initial disagreements over issues into full-fledged disputes,

- ii. For expeditious elimination of disagreements in a just and fair manner.
- iii. To avoid time and cost overruns to ensure timely completion of the Projects. IE will examine the issue(s) raised by the Parties concerned by conducting inspections involving field measurements as may be required to further investigate and to also conduct hearing/mediation with both the parties. Based on the preliminary hearing of the parties, IE shall prescribe resolution timeline depending upon the number and nature of disagreements subject to a maximum duration of thirty (30) days or within extended timeline under extraordinary circumstances and for reasons to be recorded in writing.

21. WORK PROGRAM:

21.1. CONTRACTOR'S ORGANIZATION:

The Contractor shall supply to the Employer and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Contractor shall promptly inform the Employer and the Project Manager in writing of any revision or alteration of such an organization chart.

21.2. PROGRAM OF PERFORMANCE:

Within twenty-eight (28) days after the date of Notification of Award of Contract, the Contractor shall prepare and submit to the Project Manager a detailed program of performance of the Contract, made in the form of PERT network and showing the sequence in which it proposes to design, manufacture/procure, transport, work at site as well as the date(s) by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the times for Completion given in the SCC and any extension granted in accordance with GCC Clause 23, and shall submit all such revisions to the Project Manager.

21.3 PROGRESS REPORT:

The Contractor shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 21.2 (Program of Performance) above, and supply a progress report to the Project Manager every month.

The progress report shall be in a form acceptable to the Project Manager and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

21.4 PROGRESS OF PERFORMANCE:

If at any time the Contractor's actual progress falls behind the program referred to in GCC SubClause 21.2 (Program of Performance), or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Clause 13 (Time for Commencement and Completion), or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

21.5 WORK PROCEDURES:

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Forms and Procedures of the Contract Documents.

If agreed between the Employer and the Contractor, the Contractor may execute the Contract in

accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

21.6 MAINTENANCE OF RECORDS OF WEEKLY PROGRESS REVIEW MEETINGS AT SITE:

The Contractor shall be required to attend all weekly progress review meetings organized by the 'Project Manager' or his authorised representative. The deliberations in the meetings shall inter-alia include the weekly program, progress of work (including details of manpower, tools and plants deployed by the contractor vis-a-vis agreed schedule), inputs to be provided by Employer, delays, if any and recovery program, specific hindrances to work and work instructions by Employer. The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the Project Manager or his authorized representative. These recordings shall be jointly signed by the Project Manager or his authorized representative and the Contractor and one copy of the signed records shall be handed over to the Contractor" ..

22. TRANSFER OF OWNERSHIP:

22.1 Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.

22.2 Disposal of surplus material: Ownership of any goods/materials in excess of the requirements for the Facilities (i.e. surplus material) shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the goods/materials in question are no longer required for the Facilities. The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of re-export or disposal of the surplus material locally.

The liability for the payment of the applicable taxes/duties, if any, on the surplus material so reexported and / or disposed locally shall be that of the Contractor.

The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of surplus material. The Indemnity Bond shall be furnished by Contractor as per proforma. Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer.

22.3 Notwithstanding the transfer of ownership of the goods/materials, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor hereof until Completion of the Facilities or the part thereof in which such goods/materials are incorporated.

22.4 In case of where the Employer hands over his goods/materials/Equipment to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the goods/materials/Equipment through Bill of Lading or other despatch documents, furnish Trust Receipt for goods/materials/Equipment and also execute an Indemnity Bond in favour of the Employer for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said Contract.

23. CHANGES IN THE FACILITIES:

23.1 INTRODUCING A CHANGE:

23.1.1 The Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract .

23.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The Employer may at its discretion approve or reject any Change proposed by the Contractor.

23.1.3 Notwithstanding GCC Sub-Clauses 23.1.1 and 23.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

23.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Sub Clauses 23.2 and 23.3.

23.2 CHANGES ORIGINATING FROM EMPLOYER:

23.2.1 If the Employer proposes a Change pursuant to GCC Sub-Clause 23.1.1, it shall send to the Contractor a "Request for Change Proposal," requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

- (a) brief description of the Change
- (b) effect on the Time for Completion
- (c) estimated cost of the Change
- (d) effect on any other provisions of the Contract.

23.2.2 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the rates and prices of any change are not available in the Contract, the parties thereto shall agree on specific rates for the valuation of the Change.

23.2.3 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 23 would be to increase or decrease the Contract Price as originally set forth in Contract Price of the Contract Agreement, the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor's objection, the Employer and the Contractor shall agree on specific rates for valuation of the change.

23.2.4 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the Contract or if the limit set forth in Clause 23.2.3 has been exceeded. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.

If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly.

23.2.5 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred as per “ Settlement of Dispute & Arbitration.”

23.3 CHANGES ORIGINATING FROM CONTRACTOR:

23.3.1 If the Contractor proposes a Change pursuant to GCC Sub-Clause 23.1.2, the Contractor shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Sub- Clause 23.2.1.

Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 23.2.4 and 23.2.5

24. TERMINATION:

24.1 TERMINATION FOR EMPLOYER’S CONVENIENCE:

24.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 24.1.

24.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 24.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- (b) Terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii) below
- (c) Remove all Contractor’s Equipment from the Site, repatriate the Contractor’s and its Subcontractors’ personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- (d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 24.1.3, shall
 - (i) Deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
 - (ii) To the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
 - (iii) Deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

24.1.3 In the event of termination of the Contract under GCC Sub-Clause 24.1.1, the Employer shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor’s Equipment from the Site and in the repatriation of the Contractor’s and its Subcontractors’ personnel
- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges
- (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe

condition pursuant to paragraph (a) of GCC Sub-Clause 24.1.2

- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

24.2 TERMINATION FOR CONTRACTOR'S DEFAULT:

24.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this GCC Sub-Clause 24.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt
- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 23 (Assignment).
- (c) if the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

24.2.2 If the Contractor

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 24.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- (d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 21.2 (Program of Performance) at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 24.2.

24.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 24.2.1 or 24.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to

leave the Site in a clean and safe condition

- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
- (c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
- (e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

24.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and work of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

24.2.5 Subject to GCC Sub-Clause 24.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as at the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 24.2.3. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

24.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 24.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under GCC Sub-Clause 24.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due to the Contractor under GCC Sub-Clause 24.2.5, the Employer shall pay the balance to the Contractor.

The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

24.3 TERMINATION BY CONTRACTOR:

24.3.1 If

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Terms and Procedures of Payment of the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the

Employer to remedy the same, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or

- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities which the Employer is required to obtain as per provision of the Contract or as per relevant applicable laws of the country, then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GCC Sub-Clause 24.3.1, forthwith terminate the Contract.

24.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC Sub-Clause 24.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

24.3.3 If the Contract is terminated under GCC Sub-Clauses 24.3.1 or 24.3.2, then the Contractor shall immediately

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required leaving the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii)
- (c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractor's personnel from the Site
- (d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 24.3.4, shall
 - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
 - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
 - (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

24.3.4 If the Contract is terminated under GCC Sub-Clauses 24.3.1 or 24.3.2, the Employer shall pay to the Contractor all payments specified in GCC Sub-Clause 24.1.3, and reasonable compensation for all loss or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.

24.3.5 Termination by the Contractor pursuant to this GCC Sub-Clause 24.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 24.3.

24.4 In this GCC Clause 24, the expression "Facilities executed" shall include all work executed, Installation Services provided, any or all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the

Facilities, up to and including the date of termination.

24.5 In this GCC Clause 24, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to Terms and Procedures of Payment to the Contract Agreement.

25. CONFIDENTIAL INFORMATION:

25.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 25.

25.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than execution of the Contract and operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement, construction or such other work and services as are required for the performance of the Contract.

25.3 The obligation of a party under GCC Sub-Clauses 25.1 and 25.2 above, however, shall not apply to that information which

- (a) now or hereafter enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

25.4 The above provisions of this GCC Clause 25 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

25.5 The provisions of this GCC Clause 25 shall survive termination, for whatever reason, of the Contract.

26. REPRESENTATIVES:

26.1 PROJECT MANAGER:

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Employer shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work. The Project Manager shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager, except as herein otherwise provided.

26.2 CONTRACTOR'S REPRESENTATIVE & CONSTRUCTION MANAGER:

26.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub Clause 26.2.1 shall apply thereto.

26.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided..

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 26.2.1.

26.2.3 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 26.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

26.2.3.1 Notwithstanding anything stated in GCC Sub-clause 26.1 and 26.2.1 above, for the purpose of execution of contract, the Employer and the Contractor shall finalise and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

26.2.4 From the commencement of work at the Site until completion, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

26.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 32.3. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities/Site.

26.2.6 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 26.2.5, the Contractor shall, where required, promptly appoint a replacement.

27. The following annexures are part of GCC.

(a) Debarment policy: Annexure-I

(b) Contractor's Performance evaluation: Annexure-II

SECTION- VI

***ERECTION CONDITIONS OF CONTRACT
(ECC)***



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ERECTION CONDITIONS OF CONTRACT

1.00.00 GENERAL

1.01.00 The following provisions shall supplement the conditions already contained in the other parts of the NIT specifications and documents and shall govern that portion of the work of this contract which is to be performed at site. The erection requirements and procedures not specified in these documents shall be in accordance with the recommendations of the equipment manufacturer, or as mutually agreed to between the Employer and the Contractor prior to commencement of erection work.

1.02.00 The Contractor shall, in addition to a Project Co-ordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and co-ordination of the Works to be performed at Site. Such a person shall function from the Site office of the Contractor during the pendency of Contract.

2.00.00 REGULATION OF LOCAL AUTHORITIES AND STATUTES

2.01.00 The Contractor shall comply with the local laws and regulations except where stated otherwise.

3.00.00 CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Indian Electricity Rules & Codes, ASME codes and accepted good practices, the Employer's Drawings and other applicable Indian recognized codes and laws and regulations of the Government of India.

4.00.00 REMOVAL OF MATERIAL

No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Employer.

5.00.00 INSPECTION, TESTING AND INSPECTION CERTIFICATES

The provisions of the clause entitled Inspection, Testing and Inspection Certificates as per the Technical Specification, shall also be applicable to the erection portion of the Works. The Employer shall have the right to re-inspect any equipment though previously inspected and approved by him at the Contractor's works, before and after the same are erected at Site. If by the above inspection, the Employer rejects any equipment, the Contractor shall make good for such rejections either by replacement or modification/ repairs as may be necessary to the satisfaction of the Employer. Such replacements will also include the replacements or re-execution of such of those works of other Contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's work.



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6.00.00 ACCESS TO SITE AND WORKS ON SITE

6.01.00 Suitable access to site and permission to work at the Site shall be accorded to the Contractor by the Employer in reasonable time.

6.02.00 In the execution of the Works, no person other than the Contractor or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing by the Employer or his representative.

7.00.00 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

The Contractor shall establish an Office at the Site and keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Employer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

8.00.00 CO-OPERATION WITH OTHER CONTRACTORS

8.01.00 The Contractor shall co-operate with all other Contractors or tradesmen of the Employer, who may be performing other works on behalf of the Employer and the workmen who may be employed by the Employer and doing work in the vicinity of the works under the Contract. The Contractor shall also arrange to perform his work as to minimize to the maximum extent possible, interference with the work of other Contracts and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Employer, due to the Contractor's work shall promptly be made good at his own expense. The Employer shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the Employer in regard to their work. If the work of the Contractor is delayed because of the any acts of omission of another Contractor, the Contractor shall have no claim against the Employer on that account other than an extension of time for completing his works.

Employer shall have full access to visit the contractor's site at any time for inspection and surveillance checks.

8.02.00 The Employer shall be notified promptly by the Contractor of any defects in the other Contractor's works that could affect the Contractor's Works. The Employer shall determine the corrective measures if any, required rectifying this situation after inspection of the works and such decisions by the Employer shall be binding on the Contractor.

9.00.00 DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Employer in respect of his employees and workmen at Site. The Employer shall be at



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liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Employer such employee has misconduct himself or is incompetent, negligent or otherwise undesirable then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

10.00.00 CONTRACTOR'S FIELD OPERATION

10.01.00 The Contractor shall keep the Employer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Employer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Employer or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

10.02.00 The Contractor shall have the complete responsibility for the conditions of the Work-Site including the safety of all persons employed by him or his Sub- Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the Employer is not intended to include review of Contractor's safety measures in, on or near the Work-Site, and their adequacy or otherwise.

11.00.00 PHOTOGRAPHS AND PROGRESS REPORT

11.01.00 The Contractor shall furnish three (3) prints each to the Employer of progress photographs of the work done at Site. Photographs shall be taken as and when indicated by the Employer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of the photograph.

11.02.00 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

11.03.00 The Contractor shall submit the progress of work in video CD/DVD (2 copies) fortnightly highlighting the progress and constraints at site.

12.00.00 MAN-POWER REPORT

12.01.00 The Contractor shall submit to the Employer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

12.02.00 The Contractor shall also submit to the Employer on the first day of every month, a man power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.

13.00.00 PROTECTION OF WORK



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The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Employer. No claim will be entertained by the Employer or the representative of the Employer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings. Should any such damage to the Contractor's Works occur because of other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's Works the same shall be resolved as per the provisions of the as specified at clause no 8.00.00- of this chapter entitled "Co-operation with other Contractors." The Contractor shall not cause any delay in the repair of such damaged Works because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

14.00.00 EMPLOYMENT OF LABOUR

14.01.00 The Contractor shall comply with the Minimum Wages Act and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of it's labour and the labour of it's sub-contractors currently employed on or connected with the contract.

14.02.00 The Contractor will be expected to employ on the work only his regular skilled employees with experience of the particular work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.

14.03.00 All travelling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

14.04.00 The hours of work on the Site shall be decided by the Employer and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day - Monday through Saturday.

14.05.00 Contractor's employees shall wear identification badges while on work at Site.

14.06.00 In case the Employer becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Employer may make such payments and shall recover the same from the Contractor's Bills.

15.00.00 FACILITIES TO BE PROVIDED BY THE EMPLOYER

15.01.00 **Space:** The Contractor shall intimate the Employer within (30) days from the date of acceptance of the Letter of Award, about his exact requirement of space for his office, storage area, preassembly and fabrication areas, toilets, labour colony, etc. The above requirement shall be reviewed by the Employer and space as decided by Employer will be allotted free of charge to the Contractor, if available at site, on "as is where is condition", for construction of his temporary structures/facilities like office, storage sheds, pre-assembly and fabrication areas, toilet, labour colony, etc. for Contractor's as well as his Sub-Contractor's use.



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15.02.00 Electricity: a) Construction Power: The Contractor shall submit to the Employer within thirty (30) days from the date of acceptance of the Letter of Award, his electrical power requirement, if any, to allow the planning of the temporary electrical distribution by the Employer. The Contractor shall be provided with supply of electricity for the purpose of contract only at mutually agreed two location in the Employer's site at 415V voltage level. Further distribution of power supply shall be arranged by the Contractor. The supply of electricity for the purpose of Contract shall be of chargeable basis as per prevailing rate at site.

b) Commissioning Power: shall be provided free of charge to the Contractor. The Contractor shall make his own further distribution arrangement at his own cost. All temporary wiring must comply with local regulations and will be subject to Employer inspection & approval before connection to supply.

The Owner will not be responsible for any inconvenience or delay caused due to temporary interruption of power supply and no compensation for delay in work for such interruption shall be claimed by the Contractor.

15.03.00 Personnel: Upon completion of the entire facilities/ Part(s) of the facilities as per the Contract by the Contractor and issuance of "Completion Certificate" by the Employer, the Employer takes over the entire facilities/ Part(s) of the facilities as per the Contract, together with the responsibility for care and custody and the risk of loss thereof and providing O&M personnel for running the Entire facilities as per the Contract. However, during conducting Guarantee Test by the Contractor, the Employer's O&M personnel shall be under the direct supervision of the Contractor's/Manufacturer's representative, who in any case shall be responsible for safety and satisfactory performance of the activity/ equipments during conducting Guarantee Test. However, all other manpower required for the Guarantee Test shall be arranged by the Contractor at his own cost.

15.04.00 Communication: The Employer will extend the telephone facilities, if available at site on chargeable basis.

15.05.00 Void.

15.06.00 Accommodation: Bachelor type accommodation, if available, may be provided by the Employer in his colony area at chargeable basis as per DVC's Prevailing rate at site.

16.00.00 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

16.01.00 Contractor's site office Establishment

The Contractor shall establish a site office at the site and keep posted an authorized representative for the purpose of the contract.

16.02.00 Water: Contractor shall make all arrangements himself at his own cost for the supply of construction water as well as potable water at the work site.

16.03.00 Tools, tackles and scaffoldings:

The Contractor shall provide all the construction equipments, tools, tackles and scaffoldings required for pre-assembly, installation, testing, commissioning and conducting Guarantee tests of the equipments covered under the Contract. He shall submit a list of all such materials to the Employer before the commencement of pre-



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assembly at Site. These tools and tackles shall not be removed from the Site without the written permission of the Employer. The Contractor shall arrange Dozer, Hydra, Cranes, Trailer, etc. for the purpose of fabrication, erection and commissioning.

16.04.00 Testing Equipment and Facilities:

The contractor shall provide the necessary testing, equipment and facilities.

16.05.00 Site laboratory for civil works:

Contractor shall provide and maintain a site laboratory for the testing of construction material under the direction and general supervision of employer.

16.06.00 First-aid

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid.

In case of any emergency, the Contractor shall arrange the services of an ambulance for transportation to the nearest hospital.

16.07.00 Cleanliness

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Employer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

Similarly the offices shall be kept clean and neat to the entire satisfaction of the Employer. Proper sanitary arrangements shall be provided by the Contractor, in the work-areas & offices.

16.08.00 Providing residential accommodation for his and sub-contractor's labour and other personnel.

16.09.00 Necessary electrical supervisory personnel with approved licence as per provision of the Indian Electricity rules.

16.10.00 If the Contractor uses his own crane(s), he shall have a skilled crane operator(s).

16.11.00 The Contractor shall, at his own cost, provide necessary sanitary convenience in his Site office, stores and for the use of his workmen at the Site and in a manner approved by the Engineer.

16.12.00 Personnel: The Contractor is responsible for providing all personnel (including Skilled and unskilled labour, supervisory and O&M personnel) for erection, installation, pre commissioning, Commissioning including trail run till handing over the entire facilities/ Part(s) of the facilities to the Employer and also during



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conducting Guarantee Test.

17.00.00 LINES AND GRADES

All the Works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and layout the Works. Basic horizontal and vertical control points will be established and marked by the Employer at Site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Employer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Employer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Employer at Contractor's expense.

18.00.00 SECURITY

The Contractor shall have total responsibility for all equipment and materials in his custody stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the Employer Site only with the written permission of the Employer in the prescribed manner.

19.00.00 CONTRACTOR'S AREA LIMITS

The Employer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him the same shall be done only with the written permission of the Employer.

20.00.00 CONTRACTOR'S CO-OPERATION WITH THE EMPLOYER

In case where the performance of the erection work by the Contractor affects the operation of the system facilities of the Employer, such erection work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Employer and the same shall be acceptable at all times to the Contractor. The Employer may impose such restrictions on the facilities provided to the Contractor such as electricity, etc. as he may think fit in the interest of the Employer and the Contractor shall strictly adhere to such restrictions and co-operate with the Employer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems which are erected by him. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and installed by him, so as to make such equipment ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants as specified elsewhere in documents and specifications.

21.00.00 PRE-COMMISSIONING AND COMMISSIONING ACTIVITIES



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21.01.00 GENERAL

21.01.01 The Contractor upon completion of erection & installation of equipments and systems shall conduct pre-commissioning and commissioning activities, to make the equipment/systems ready for safe, reliable and efficient operation on sustained basis. All pre-commissioning / commissioning activities considered essential for such readiness of the equipment/systems including those mutually agreed and included in the Contractor's quality assurance programme as well as those indicated in relevant clauses in the technical specifications shall be performed by the contractor.

21.01.02 The pre-commissioning and commissioning activities including Guarantee Tests, checks and trial operations of the equipment/systems furnished and installed by the contractor shall be the responsibility of the Contractor as detailed in relevant clauses in Technical Specification. The Contractor shall provide, in addition, test instruments, calibrating devices etc. required for successful performance of these operations. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at site during such operations.

21.01.03 The following activities shall be carried out by the contractor for commissioning of the equipment/systems installed by him.

(a.) The contractor shall furnish the deployment schedule of his commissioning engineers for the acceptance of the employer. Adequate number of operation and commissioning engineers shall be deployed by the contractor to effectively meet the requirement of round the clock operation in shifts also during commissioning of the facilities & during PG Test.

(b.) Apart from above, contractor shall ensure deployment of sufficient skilled/semi-skilled/unskilled manpower during pre-commissioning and commissioning activities.

21.01.04 It shall be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and initial operation, which are installed by him.

21.01.05 The Contractor shall also be responsible for flushing and filling of all oils and lubricants required for the equipment furnished and installed by him so as to make such equipment ready for operation. The Contractor shall be responsible for supplying such oil and other lubricants till handing over the entire facilities/ Part(s) of the facilities to the Employer.

21.02.00 COMMISSIONING DOCUMENTATION

21.02.01 The contractor shall submit the commissioning documentation, comprising of Standard checklists, pre-commissioning procedures, testing schedules, commissioning schedules and commissioning networks for various equipment/systems covered under the contract, for the approval of employer.

21.03.00 COMMISSIONING ACTIVITIES

21.03.01 Upon completion of pre-commissioning activities/tests, the contractor shall initiate commissioning of facilities. During commissioning the Contractor shall carry out system checking and reliability trials on various parts of the facilities.

21.03.02 Contractor shall carry out the checks/tests at site to prove to the Employer that



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each equipment of the supply complies with requirements stipulated and is installed in accordance with requirements specified.

21.03.03 Before the plant is put into initial operation the Contractor shall be required to conduct test to demonstrate to the Employer that each item of the plant is capable of correctly performing the functions for which it was specified and its performance, parameters etc. are as per the specified/approved values. These tests may be conducted concurrently with those required under commissioning sequence.

21.03.04 The Contractor shall also demonstrate the performance of all C&I equipment, the tests on main equipment of prior to that as the case may be.

21.03.05 Other tests shall be conducted, if required by the Employer, to establish that the plant & equipment are in accordance with requirements of the specifications.

21.03.06 The Contractor shall conduct all the commissioning tests and undertake commissioning activities pertaining to all other auxiliaries and equipments including all electrical and C&I equipment/systems not specifically brought out above but are within the scope of work and facilities being supplied and installed by the Contractor and follow the guidelines indicated above or elsewhere in these technical specifications.

21.04.00 Initial Operation

Upon completion of system checking/Tests as above and as a part of commissioning of facilities, complete plant/facilities shall be put on initial operation.

22.00.00 MATERIALS HANDLING AND STORAGE

22.01.00 All the equipments furnished under the Contract and arriving at Site shall be promptly received, unloaded and transported and stored in the storage spaces by the Contractor.

22.02.00 Contractor shall be responsible for examining all the shipment and notify the Employer immediately of any damage, shortage, discrepancy etc. for the purpose of Employer's information only. The Contractor shall submit to the Employer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damage in transit, handling and / or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the Contractor.

22.03.00 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Employer.

22.04.00 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Employer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.

22.05.00 All electrical panels, controls gear, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress



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and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage.

- 22.06.00 All the electrical equipment such as motors, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be open for inspection by the Employer.
- 22.07.00 The Contractor shall ensure that all the packing materials and protection devices used for the various equipments during transit and storage are removed before the equipment are installed.
- 22.08.00 The consumables and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 22.09.00 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flameproof covering material wherever applicable.
- 22.10.00 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Employer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 22.11.00 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipments such as motors, control gear and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Employer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas which the Contractor shall strictly comply with.

23.00.00 CONSTRUCTION MANAGEMENT

- 23.01.00 The field activities of the Contractors working at Site will be coordinated by the Employer and the Employer decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and tradesmen of the Employer regarding scheduling and co-ordination of work. Such decision by the Employer shall not be a cause for extra compensation or extension of time for the Contractor.
- 23.02.00 The Employer shall hold weekly meetings of all the Contractors working at Site, at a time and place to be designated by the Employer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the Employer and shall strictly adhere to those decisions in performing his Works. In addition to the above weekly meeting, the Employer may call for other meeting either with individual Contractors or with selected number of Contractors and in such a case the Contractor if called, will also attend such meetings.
- 23.03.00 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Employer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.



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23.04.00 The Employer shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the co-ordination work between various Contractors as set out earlier.

24.00.00 FIELD OFFICE RECORDS

The Contractor shall maintain at his Site Office up-to- date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and Engineering data shall be submitted to the Employer in required number of copies.

25.00.00 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE

25.01.00 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the Works under intimation to the Employer. All such goods shall, from the time of their being brought vest in the Employer, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Employer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

25.02.00 The Employer shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Employer shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

25.03.00 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Employer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Employer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Employer to do so then the Employer shall have the liberty to dispose off such materials as detailed under as specified at clause no 25.02.00- of this chapter and credit the proceeds thereto to the account of the Contractor.

26.00.00 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

26.01.00 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Employer and the employees of other Contractors and Sub-Contractors and all public and private property including structures, building, other plants and equipments and utilities either above or below the ground.

26.02.00 The Contractor will ensure provision of necessary safety equipment such as barriers, sign - boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Employer and the Employers of public or private property and utilities when such property and utilities are likely to get damaged or injured



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during the performance of his Works and shall make all necessary arrangements with such Employers, related to removal and/or replacement or protection of such property and utilities.

27.00.00 PAINTING

Unless otherwise mentioned in other sub-sections. all exposed metal parts of the equipment including pipings, structure railings, etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least two coats of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scraping or sand blasting and the same being inspected and approved by the Employer for painting. Afterwards, the above parts shall be finished painted with three coats of allowed resin machinery enamel paints. The minimum thickness of paint film shall not be less than 100 microns. The quality of the finish paint shall be as per the standards of Bureau of Indian Standards (BIS) or equivalent and to be of the colour as approved by the Employer.

28.00.00 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms, etc. and during other unfavourable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Employer. Such unfavourable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

29.00.00 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Employer. Similarly the Contractor shall ensure that the bench marks, reference points, etc., which are marked either with the help of Employer or by the Employer shall not be disturbed in any way during the performance of his Works. If, any work is to be performed which disturb such reference, the same shall be done only after these are transferred to other suitable locations under the direction of the Employer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

30.00.00 WORK & SAFETY REGULATIONS

30.01.00 General:

- i) The contractor shall comply with all the requirements of "The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act," 1996 and its Central Rule 1998 / State Rules and any other statutory requirements as applicable.
- ii) The Contractor shall follow DVC Safety Rules as issued from time to time with respect to safety in construction & erection.



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- iii) The contractor shall have the approved Safety; Health and Environment (SHE) Policy in respect of Safety and health of Building Workers and it shall be circulated widely and displayed at conspicuous place in Hindi and local language understood by the majority of the workers. A copy of the safety policy should be submitted to Engineer-in-charge.
- iv) The Contractors shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Employer or to others, working at the Site.
- v) All equipments used in construction and erection by the contractor shall meet BIS / International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual. The contractor should also follow Guidelines / Rules of the Employer in this regard.
- vi) The Contractors shall provide suitable latest Personal Protective Equipments of prescribed standard to all their employees and workmen according to the need. The Engineer in charge shall have the right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability. The contractor should also ensure these before their use at worksite.
- vii) The Contractor shall provide safe working conditions to all workmen and employees at his workplace including safe means of access, railings, stairs, and ladders, scaffolding, work platforms, toe boards etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection of scaffolds, access, work platforms etc. shall be good and the contractor shall use standard quality of material.
- viii) The contractor shall have his own arrangements with nearby hospitals for shifting and treatment of sick and injured. The *medical examination of the workers* employed in hazardous areas shall be conducted as per Rule 223 of The Building and Other Construction Worker (Regulation of Employment and Condition of Service) Central Rule 1998. Their health records shall be maintained accordingly and to be submitted to Engineer In-charge when asked for.
- ix) First Aid boxes equipped with requisite articles as specified in the Rule 231 of The Building and Other Construction Worker (Regulation of Employment and Condition of Service) Central Rule 1998 shall be provided at construction sites for the use of workers. Training has to be provided on first aid to workmen & office bearers working at site.

30.02.00 Scaffolding.

The contractor shall take all precautions to prevent any accidental collapse of scaffolding or fall of persons from scaffolding. The contractor should ensure that scaffolding are designed by a competent person and its erection and repairs should be done under the expert supervision- The scaffolding shall meet the required strength and other requirements for the purpose for which the scaffold is erected. The material used for scaffold should conform to the BIS / International standards.

30.03.00 Opening.

The contractor shall ensure that there is no opening in any working platform/any floor of the building, which may cause fall of workers or material. When ever an opening on a platform/any floor of the building is unavoidable, the opening should be suitably fenced and necessary measures for protection against falling objects or building workers from such platform are taken by providing suitable safety nets,

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safety belts or other similar means.

30.04.00 Explosives.

The contractor shall take all precautions while handling, using, storing or transporting of all explosives. Before usage of any explosive necessary warning / danger signals be erected at conspicuous places to warn the workers and general public. The contractor should strictly ensure that all measures and precautions required to be complied for use, handling, storing or transportation of explosives under the rules framed under the Explosives Act, 1884.

30.05.00 Cofferd Dam and Caissons

The Contractor shall ensure that the cofferdam and caissons are of good construction and adequate strength. The cofferdam and caissons should be provided with adequate means for workers to reach safely at the top of such dams in the event of an in-rush of water. The workers should be allowed to work in a cofferdam or caisson only after inspection and found safe by Engineer-in-charge. Such inspection is to be maintained in a Register. Where the workers are employed to work in a compressed air environment at the work site of cofferdam or caissons a Construction Medical Officer assisted by a Nurse or trained first aid attendant should be available at all the times during such work.

30.06.00 Fencing of Machinery.

The contractor shall provide suitable fencing or guard to all dangerous and moving parts of machinery. The contractor shall not allow any of the employees to clean, lubricate, repair, adjust or examine during machinery in motion, which may cause injury to the person. Working Platforms should be fenced and shall have means of access

30.07.00 Carrying of Excessive Weight by a Worker.

The worker shall not be allowed to lift by hand or carry over his head, back or shoulder more than the maximum limit set by the prescribed rules for the construction Workers.

30.08.00 Dangerous and Harmful Gases/Equipment.

The contractor shall ensure that the workers are not exposed to any harmful gases during any construction activity including excavation, tunneling, confined spaces etc. The contractor should not allow any worker to go into the confined space unless it is certified by Engineer in-charge to be safe and fit for the entry to such work place. Proper record and work permits should be followed to carry out such works.

30.09.00 Overhead Protection.

The contractor shall ensure that any area exposed to risk of falling materials, articles or objects is roped off or cordoned off or otherwise suitably guarded from inadvertent entry of any person.

Wherever there is a possibility of falling of any material, equipment or construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS Standards.



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30.10.00 Working at Heights.

- a) All working platforms, ways and other places of construction work shall be free from accumulations of debris or any other material causing obstructions and tripping.
- b) Wherever workers are exposed to the hazard of falling into water, the contractor shall provide adequate equipment for saving the employees from drowning and rescuing from such hazards. The contractor shall provide boat or launch equipped with sufficient number of life buoys, life jackets etc. manned with trained personnel at the site of such work.
- c) Every opening at elevation from ground level through which a building worker, vehicle, material equipment etc. may fall at a construction work shall be covered and/or guarded suitably by the contractor to prevent such falls.
- d) Wherever the workers are exposed to the hazards of falling from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line of 8 mm diameter wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS standards.
- e) Wherever there is a possibility of falling of any material, equipment or construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS Standards.
- f) The contractor shall provide standard prefabricated ladders on the columns where the workers are required to use them as an access for higher elevations till permanent staircase is provided. The workers shall be provided with safety belts fitted with suitable fall arresting system (Fall arresters) for climbing/getting down through ladders to prevent fall from height.
- g) Rungs shall not be welded on columns. All the Stairs shall be provided with handrails immediately after its erection.

30.11.00 Handling of Hazardous Chemicals.

- a) The Contractor will notify well in advance to the Engineer-in-charge of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. DVC shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer-in-charge shall have the right at his sole discretion to inspect any such container or such construction plant / equipment for which material in the container is required to be used and if in his opinion, its use is not safe; he may forbid its use. No claim due to such prohibition shall be entertained by DVC and DVC shall not entertain any claim of the Contractor towards additional safety provisions / conditions to be provided for / constructed.



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- b) Further, any such decision of the Engineer-in-charge shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by DVC, the Contractor shall use alternative methods with the approval of the DVC without any cost implication to the DVC or extension of work schedule.
- c) Where it is necessary to provide and / or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and / or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer In-charge In case any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities; the Contractor shall be responsible for obtaining the same.
- d) The Contractor shall be fully responsible for the safe storage of his and his Sub-contractor's radio-active sources in accordance with BARC/DAE (Bhabha Atomic Research Centre/ Department of Atomic Energy, Govt. of India) Rules and other applicable provisions- AU precautionary measures stipulated by BARC/DAE in connection with use, the contractor would take storage and handling of such material.
- e) The contractor shall provide suitable personal protective equipments to the workers who are handling the hazardous and corrosive substances including alkalis and acids.
- f) As a precautionary measure the contractor should keep the bottles filled with distilled water in cupboard / Boxes near work place for emergency eye wash by worker exposed to such hazardous chemicals.

30.12.00 Eye Protection.

The contractor shall provide suitable personal protective equipment to his workmen depending upon the nature of hazards and ensure their usage by the workers engaged in operations like welding, cutting, chipping, grinding or similar operations which may cause injuries to his eyes.

30.13.00 Excavation.

30.14.00 The contractor shall take all necessary measures during excavation to prevent the hazards of falling or sliding material or article from any bank or side of such excavation which is more than one and a half meter above his footing by providing adequate piling, shoring, bracing etc. against such bank or sides.

Adequate and suitable warning signs shall be put up at conspicuous places at the excavation work to prevent any persons or vehicles falling into the excavation trench. No worker should be allowed to work where he may be stuck or endangered by excavation machinery or collapse of excavations or trenches.

30.15.00 Electrical Hazards.

- a) The contractor should ensure that all electrical installations at the construction work comply with the requirements of latest electricity acts / rules.



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- b) The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during the construction work. The contractor shall provide the sufficient ELCBs / RCCBs for all the portable equipments, electrical switchboards, distribution panels etc.to prevent electrical shocks.
- c) The contractor should ensure use of single / double insulated hand tools or low voltage i.e., 110 volts hand tools.
- d) The contractor should also ensure that all temporary electrical installations at the construction works are provided with earth leakage circuit breakers.
- e) No electric cable in use by the Contractor /Employer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- f) The Contractor shall employ necessary number of qualified, full time Electricians/electrical supervisors to maintain his temporary electrical installations.

30.16.00 Vehicular Traffic.

The contractor should employ vehicle drivers who hold a valid driving license under the Motor Vehicles Act, 1988.

30.17.00 Lifting Appliances, Tools & Tackles. Lifting Gear and Pressure Plant & Equipment etc.

The contractor shall ensure all the lifting appliances, tools & tackles including cranes etc., lifting gear including fixed or movable and any plant or gear, hoists, Pressure Plant and equipment etc. are in good condition and shall be examined by competent person and only certified shall be used at sites. Periodical Examination and the tests for all lifting / hoisting equipment & tackles shall be carried out. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer I/c or by the person authorized by him.

30.18.00 Excessive Noise, Vibration.

The contractor shall take adequate measures to protect the workers against the harmful effect of excessive noise or vibration. The noise should not exceed the limits prescribed under the concerned rules. Noise Pollution (Regulation and Control) Rules, 2000.

30.19.00 Electrical Installations.

- a) The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Employer or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Engineer I/c to handle such fuses, wiring or electrical equipment.
- b) Before the Contractor connects any electrical appliances to any plug or socket belonging to the other contractor or the DVC, he shall :-



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- ◆ Satisfy the Engineer I/C that the appliance is in good working condition;
 - ◆ Inform the Engineer I/C of the maximum current rating, voltage and phases of the appliances;
 - ◆ Obtain permission of the Engineer-in-Charge detailing the sockets to which the appliances may be connected.
- c) The Engineer in-charge will not grant permission to connect until he is satisfied that :-
- ◆ The appliance is in good condition and is fitted with suitable plug; having earth connection with the body.
 - ◆ Wherever armored / metallic sheathed multi core cable is used, the same armored / sheathed should be connected to earth.
- d) No repair work shall be carried out on any live equipment. The Engineer-in-Charge must declare the equipment safe and a permit to work shall be issued by the DVC / contractor as the case may be to carry out any repair / maintenance work. While working on electric lines / equipments whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians / workmen / Officers.
- e) The contractor shall employ necessary number of qualified, full time Electricians / Electrical Supervisors to maintain his temporary electrical installation.
- f) The installations are provided with suitable ELCBs and RCCBs wherever required.

30.20.00 Safety Organization.

- a) The contractor employing more than 250 workmen whether temporary, casual, probationary, regular or permanent shall employ at least one full time safety officer exclusively to supervise safety aspects of the equipments and workmen, who will coordinate with the DVC Safety Officer. Further requirement of safety officers, if any, shall be guided by Rule 209 of The Building and Other Construction Worker (Regulation of Employment and Conditions of Service) Central Rule 1998. In case the work is being carried out through subcontractor, the employees / workmen of the sub contractor shall also be considered as the contractor's employees/workmen for the above purpose.
- b) In case of contractor deploying less than 250 workmen he should designate one of his Engineer / supervisor or the contractor himself (if he is directly supervising the work) as safety officer in addition to his existing responsibilities. The Engineer/ supervisor should get at least 2 days safety training from any reputed organization or from DVC before resuming the work. If already trained in past the declaration along with training certificate to be furnished to DVC safety officer.
- c) The name and address of such Safety Officer of the Contractor will be promptly informed in writing to the EIC with a copy to the Project Safety



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Officer before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

30.21.00 Reporting of Accident and Investigation.

In case any accident occurs during the construction / erection or other associated activities undertaken by the Contractor thereby causing any near miss, minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in-charge, DVC Safety Officer with a copy to DVC Head of Project in the prescribed form and also to all the authorities envisaged under the applicable laws.

30.22.00 Right to stop Work.

- a) The Engineer I/C shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury / accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager in this respect shall be conclusive and binding on the Contractor.
- b) The Contractor shall not be entitled for any damages / compensation for stoppage of work due to safety reasons and the period of such stoppage of work shall not be taken as an extension of time for Completion of the Facilities and will not be the ground for waiver of levy of liquidated damages.

30.23.00 Fire Protection.

- a) The contractor shall provide sufficient fire extinguishers at place /s of work. The fire extinguishers shall be properly maintained as per relevant BIS Standards. The employees shall be trained to operate the fire extinguishers / equipment.
- b) The Contractor shall provide enough fire protection equipment of the types and number for the warehouses, office, temporary structures, etc. Access to such fire protection equipment, shall be easy and kept open at all time.
- c) The work procedures that are to be used during the erection shall be those which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated canvas, paper, plastic or other flammable flexible materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable material before moving into the construction or storage area.
- d) Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials.



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All such materials used shall be of water proof and flame resistant type. All the other materials such as working drawings, plans etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

- e) All the Contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

31.00.00 FOREIGN PERSONNEL

- 31.01.00 The Contractor shall submit to the Employer data on all personnel he proposes to bring into India from abroad for the performance of the Works under the Contract, at least sixty (60) days prior to their departure to India. Such data will include for each person the name, his present address, his assignment and responsibility in connection with the works, and a short resume of his qualification, experience etc. in relation to the work to be performed by him.
- 31.02.00 Any person unsuitable and unacceptable to the Employer shall not be brought to India. Any person brought to India, if found unsuitable or unacceptable by the Employer, the Contractor shall within a reasonable time make alternate arrangements for providing a suitable replacement and repatriation of such unsuitable personnel.
- 31.03.00 No person brought to India for the purposes of the works shall be repatriated without the consent of the Employer in writing, based on a written request from the Contractor for such repatriation giving reasons for such an action to the Employer. The Employer may give permission for such repatriation provided he is satisfied that the progress of work will not suffer due to such repatriation.
- 31.04.00 The cost of passports, visas and all other travel expenses to and from India, incurred by the Contractor shall be to his account. The Employer will not provide any residential accommodation and/or furniture for any of the Contractor's personnel including foreign personnel and Contractor shall make his own arrangements.
- 31.05.00 The Contractor and his expatriate personnel shall respect all Indian Acts, Laws, rules and regulations and shall not in any way interfere with Indian political and religious affairs and shall conform to any other rules and regulations which the Government of India and the Employer may establish from time to time, on them. The Contractor's expatriate personnel shall work and live in close co-operation and coordination with their co-workers and the community and shall not engage themselves in any other employment neither part-time or full-time nor shall they take part in any local politics.
- 31.06.00 The Employer shall assist the Contractor, to the extent possible, in obtaining necessary permits to travel to India and back, by issue of necessary certificates and other information needed by the Government agencies.

32.00.00 FOUNDATION DRESSING & GROUTING FOR EQUIPMENT/ EQUIPMENT BASES

- 32.01.00 The surfaces of foundations shall be dressed to bring the top surface of the foundations to the required level, prior to placement of equipment/ equipment bases on the foundations.



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32.02.00 All the equipment/ equipment bases, shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.

32.03.00 The concrete foundation surfaces shall be properly prepared by chipping, grinding as required to bring the top of such foundation to the required level, to provide the necessary roughness for bondage and to assure enough bearing strength.

32.04.00 Grout

The grout shall be high strength grout having a minimum characteristic compressive strength of 60 N/mm² at 28 days. The grout shall be chloride - free, cement based, free flowing, non-metallic grout.

The Grout shall have good flow ability even at very low water/ grout powder ratio.

The Grout shall have characteristics of controlled expansion to be able to occupy its original volume to fill the voids and to compensate for shrinkage. Grout shall be of pre-mix variety so that only water needs to be added before use. The mixing of the Grout shall conform to the recommendations of the manufacturer of the Grout.

32.05.00 Placing of Grout

32.05.01 After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout, a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back & forth to push the grout into every part of the space under the base.

32.05.02 The grout shall be poured either through grout holes if provided or shall be poured at one side or at two adjacent sides to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases.

32.05.03 In addition to the above, recommendations of Grout manufacturer shall also be followed.

32.06.00 Finishing of the Edges of the Grout

The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout which extends beyond the edges of the structural or equipment base plates shall be cut off, flushed and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

32.07.00 Checking of Equipment After Grouting

After the grout is set and cured, the Contractor shall check and verify the alignment of equipments, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centering of rotors with respect to their sealing bores, couplings, etc. as

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applicable and the like items to ensure that no displacement had taken place during grouting. The values recorded prior to grouting shall be used during such post grouting check- up and verifications. Such pre and post grout records of alignment details shall be maintained by the Contractor in a manner acceptable to the Employer.

33.00.00 SHAFT ALIGNMENTS

All the shafts of rotating equipment shall be properly aligned to those of the matching equipments to as perfect accuracy as practicable. The equipment shall be free from excessive vibration so as to avoid overheating of bearings or other conditions which may tend to shorten the life of the equipment. The vibration level of rotating equipments measured at bearing housing shall not exceed forty (40) microns and shall conform to VDI 2056. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting.

34.00.00 DOWELLING

All the motors and other equipment shall be suitably doweled after alignment of shafts with tapered machined dowels as per the direction of the Employer.

35.00.00 CHECK OUT OF CONTROL SYSTEMS

After completion of wiring, cabling furnished under separate specification and laid and terminated by the Employer, the Contractor shall check out the operation of all control systems for the equipment furnished and installed under these specifications and documents.

36.00.00 COMMISSIONING SPARES

36.01.00 It will be the responsibility of the Contractor to provide all commissioning spares including consumable spares required for initial operation till the Completion of Facilities. The Contractor shall furnish a list of all commissioning spares within 60 days from the effective date of contract and such list shall be reviewed by the Employer and mutually agreed to. However, such review and agreement will not absolve the Contractor of his responsibilities to supply all commissioning spares so that initial operation do not suffer for want of commissioning spares. All commissioning spares shall be deemed to be included in the scope of the Contract at no extra cost to the Employer.

36.02.00 These spare will be received and stored by the Contractor at least 3 months prior to the schedule date of commencement of initial operation of the respective equipment and utilized as and when required. The unutilized spares and replaced parts of this spares, if any, at the end of successful completion of guarantee tests shall be the property of the Contractor and he will be allowed to take these parts back at his own cost with the permission of Employer.

37.00.00 EQUIPMENT DELIVERY AND ERECTION

37.01.00 General Requirements

(a.) This part covers Contractor's responsibilities for packing, shipping, warehousing and the installation of all equipment and materials furnished and installed under this specification.

(b.) The Contractor shall submit for Employer's approval draft manual for



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Equipment Delivery and Erection (EDE Manual) covering detailed instructions, write up, technical data, drawings, check-lists, documentation formats for all activities after equipment manufacture upto installation of equipment. This manual shall cover general instructions for all equipment and specific instructions for individual equipment wherever required and shall include at least the following

- (1.) Instructions for packing, shipping, receiving handling, ware- housing and storage.
 - (2.) Instructions for location and installation of equipment furnished by this specification.
 - (3.) Installation drawings for field mounted equipment, panels, cubicles and other equipment covered under this specification.
 - (4.) Instruction relating installation of piping/ tubing, support and routing drawings of impulse pipes/signal tubes and tube/cable trays.
 - (5.) Check lists and quality assurance hold points.
 - (6.) Format for all related documentation.
- (c.) The EDE Manual shall conform to the requirements of this specification, all applicable codes and standards, recommendations of equipment manufacturers and accepted good engineering practices and shall be subject to Employer approval during detailed engineering.
- (d.) The Contractor shall ensure that all work under this part shall be performed as per the requirements of this specification, Employer approved EDE Manual and drawing/documents approved by the Employer during detailed engineering.

37.02.00 Crating

- (a.) All equipment and materials shall be suitably coated, wrapped, or covered and boxed or crated for moist humid tropical shipment and to prevent damage or deterioration during handling and storage at the site.
- (b.) Equipment shall be packed with suitable desiccants, sealed in water proof vapour-proof wrapping and packed in lumber of plywood enclosures, suitably braced, tied and skidded. Lumber enclosures shall be solid, not slatted.
- (c.) Desiccants shall be either silica gel or calcium sulphate, sufficiently ground to provide the required surface area and activated prior to placing in the packaging. Calcium sulphate desiccants shall be of a chemical nature to absorb moisture. In any case, the desiccant shall not be of a type that will absorb enough moisture to go into solution. Desiccants shall be packed in porous containers, strong enough to withstand handling encountered during normal shipment. Enough desiccant shall be used for the volumes enclosed in wrapping.
- (d.) Review by the Employer of the Contractor's proposed packaging methods shall not relieve the Contractor of responsibility for damage or deterioration to the equipment and materials specified.



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- (e.) All accessory items shall be shipped with the equipment.; Boxes and crates containing accessory items shall be marked so that they are identified with the main equipment. The contents of each box and crates shall be indicated by markings on the exterior.
- (f.) All boxes, crates, cases bundles, loose pieces, etc. shall be marked consecutively from No.1 upward throughout all shipments from a given port to completion of the order without repeating the same number.
- (g.) An itemized list of contents shall be enclosed inside each case and one other copy securely fastened to the outside of the case in a tin or light weight sheet metal envelope or pocket. The lists shall be plainly marked and placed in accessible locations to facilitate receipt and inspection. The packing list shall indicate whether shipment is partial or complete and shall incorporate the following information on each container, etc., according to its individual shipping number :
- (1.) Export case markings
 - (2.) Case number
 - (3.) Gross weight and net weight in Kilograms(4.)
Dimensions in centimeters
 - (5.) Complete description of material
- (h.) Packaging or shipping units shall be designed within the limitations of unloading facilities and the equipment which will be used for transport. Complications involved with ocean shipment and the limitations of ports, railways and roads shall be considered. It shall be the Contractor's responsibility to investigate these limitations and to provide suitable packaging to permit safe handling during transit and at the job site.
- (i.) Electrical equipment, control and instrumentation shall be protected against moisture and water damage. All external gasket surfaces and flange faces, couplings, motor pump shafts, bearing and like items shall be thoroughly cleaned and coated with rust preventive compound as specified above and protected with suitable wood, metal or other substantial type covering to ensure their full protection.
- (j.) Equipment having antifriction or sleeve bearings shall be protected by weather tight enclosures.
- (k.) Coated surfaces shall be protected against impact, abrasion, discolouration and other damage. Surfaces which are damaged shall be repaired.
- (l.) All exposed threaded parts shall be greased and protected with metallic or other substantial type protectors. All female threaded openings shall be closed with forged steel plugs. All pipings, tubing, and conduit equipment and other equipment openings shall be sealed with metallic or other rough usage covers and tapped to seal the interior of the equipment piping, tubing, or conduit.
- (m.) Provisions shall be made to ensure that water does not enter any ~~equipment during shipment or in storage at the plant site.~~

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- (n.) Returnable containers and special shipping devices shall be returned by the manufacturer's field representative at the Contractor's expense.
- (o.) While packaging the material, care shall be taken for the limitation from the point of view of availability of railway wagon sizes in India.

37.03.00 Factory Assembly

- (a.) Instrument enclosures shall be supplied and erected completely in the factory with instrument, air supply and blow down piping with necessary valves, fittings, etc. and also all electrical wiring between the instruments and the enclosure terminal blocks. Control panel and cubicles shall also be fully wired in the factory. Control panel mounted equipments are to be dismantled from the panels before shipment and individually packed for shipment. Electronic control modules of the plug-in type are to be removed from equipment racks after factory checkout are individually packed for shipment. Other equipment shall be fully assembled at the factory, except for necessary shipping splits in panels.

- (b.) All separately packaged accessories items and parts shall be shipped with the equipment. Containers for separately packaged items shall be marked so that they are identified with the main equipment. An itemized packing slip, indicating what is in that carton only, shall be attached to the outside and inside of each container used for packing.

A master packing slip covering all accessories items for a given piece of equipment which are shipped in separate containers, shall be attached to one container.

37.04.00 Equipment Installation

(a.) General Requirements

- (1.) The Contractor shall furnish all construction materials, tools and equipment and shall perform all work required for complete installation of all control and instrument equipment furnished under this specification.
- (2.) Contractor shall prepare detailed installation drawings for each equipment furnished under this specification for Employer's approval. Installation of all equipment/systems furnished by this specification shall be as per Employer's approval.
- (3.) Erection procedures not specified herein shall be in accordance with the recommendations of the equipment manufacturers. The procedures shall be acceptable to the Employer.
- (4.) The Contractor shall coordinate his work with other suppliers where their instruments and devices are to be installed under specifications.

(c.) Installation Materials

All materials required for installation, testing and commissioning of the equipment shall be furnished by the Contractor.



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(c.) Regulatory Requirements

All installation procedures shall confirm with the accepted good engineering practice and with all applicable governmental laws, regulations and codes.

(d.) Cleaning

All equipment shall be cleaned of all sand, dirt and other foreign materials immediately after removal from storage and before the equipment is brought inside the power plant building or to other installation sites. All piping and tubes shall be air blown.

(e.) Equipment Assembly

Equipment installed under these specifications shall be assembled if shipped unassembled. The equipment shall be dismantled and reassembled as required to perform the installation and commissioning work described in these specifications.

(f.) Equipment Setting

Field mounted instruments and accessories shall be bracket or sub panel mounted on the nearest suitable firm steel work or masonry. The brackets, stands, supports and other miscellaneous hardware required for mounting instruments and accessories such as receiver gauge, air set, valve manifold, purge-meter etc. shall be furnished and installed. No field mounted instruments shall be installed such that it depends for support or rigidity on the impulse piping or on electrical connection to it. Indicating type field mounted instruments shall be installed in such a way that centre of indicating dial shall be about 1600- 1800mm from operating floor level. Non-indicating type field instruments shall be installed such that operating handle of manifold block / isolating cock comes within 1600 mm from operating floor level.

All free standing instrumentation cabinets and panels shall be located within the construction tolerances of +/- 3 mm of the location dimensions indicated on the Employer's plant arrangement drawings.

(g.) Free-Standing Equipment

Free-standing Cabinets shall be attached to the floor, concrete equipment bases or supporting steel as indicated on the manufacturer's drawings and the Employer's Plant Arrangement Drawings. The cabinets shall be shimmed for proper alignment before bolting them to the floor. Adjacent enclosures shall be shimmed to maintain mutually level appearance before they are attached to floor. Vibration dampening mounts shall be installed between supporting structures and panels when specified.

(h.) Non-free Standing Equipment

- (1.) Non-free standing local enclosures and cabinets shall be mounted in accessible locations on columns, walls, or stands in locations as indicated on the Employer's Plant Arrangement Drawings. Bracket and stands shall be fabricated as required to install the local enclosures and cabinets in a workman like manner.



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- (2.) Rough edges and welds on all fabricated supports shall be ground smooth. The supports shall be finished with two coats of primer and two coats of paint as specified in this part.

(i.) Equipment Location

- (1.) All individual items of equipment not located in cabinets or on panels and racks are located approximately according to the floor elevation and the nearest building column designated by the Employer.
- (2.) Solenoid valves not located in enclosures or mounted on valves shall be mounted in easily accessible protected locations near the components with which they are associated.
- (3.) All brackets, stands, supports and other miscellaneous hardware required for mounting devices shall be furnished and installed.
- (4.) Thermometers shall be installed in the process lines and ducts as required and adjusted for ease in reading.
- (5.) Permanent temperature wells on the main steam, hot reheat and cold reheat piping shall not be installed until steam blowing has been completed. Temporary temperature wells shall be installed in the main and reheat steam piping during steam blow and discarded after completion.
- (6.) Any required adapting hardware such as pipe bushings, nipples, drilled caps and the like shall be provided for complete installation of control devices into process connections.

For location of C&I related equipment/devices, the requirement specified elsewhere in the technical specification may be referred.

(j.) Installation of Field Mounted Instruments and Devices

The Contractor shall submit installation drawings for all field mounted equipment furnished under this specification for Employer's approval. These drawings shall meet the requirements of this specification, installation drawings, applicable codes and standards and recommendations of manufacturers of instruments/devices. All installation work under this specification shall be strictly as per installation drawings approved by the Employer during detailed engineering stage.

In addition to above relevant Portion as specified elsewhere in technical specification may be referred.

(k.) Piping Connections

- (1.) All equipment having piping connections shall be levelled, aligned and wedged in place but shall not be grouted or bolted prior to the initial fitting and alignment of connecting piping. All equipment shall, however, be grouted or bolted to its foundation prior to final bolting or welding of the connection piping.
- (2.) All flanged joints shall be checked and retightened after

Erection Conditions of Contract



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approximately 10 days of operation at normal operating temperature.

(l.) Equipment Checkout

- (1.) All equipment shall be cleaned after installation. Equipment subject to pressure differentials shall be checked for leakage.
- (2.) After erection, all equipment having moving parts, having electrical apparatus, or subject to pressure differentials shall be trial-operated.

(m.) Defects

- (1.) All defects in erection shall be corrected to the satisfaction of the Employer and the Project Manager. The dismantling and reassembly of Contractor furnished equipment to remove defective parts, replace parts, or make adjustments shall be included as a part of the work under these specifications.
- (2.) The removal of control and instrument equipment in order to allow bench calibration, if required, and the re-installation of the said equipment after calibration shall also be included as a part of the work under these specifications.

(n.) Equipment Protection

- (1.) All equipment to be erected under these specifications shall be protected from damage of any kind from the time of contract award until commissioning of each unit.
- (2.) The equipment shall be protected during storage as described herein.
- (3.) Equipment shall be protected from weld spatter during construction.
- (4.) Suitable guards shall be provided for protection of personnel on all exposed rotating or moving machine parts. All such guards with necessary spares and accessories shall be designed for easy removal and maintenance.
- (5.) Equipment having glass components such as gauges, or equipment having other easily breakable components, shall be protected during the construction period with plywood enclosures or other suitable means. Broken, stolen, or lost components shall be replaced by the Contractor.
- (6.) Machine finished surfaces, polished surfaces, or other bare metal surfaces which are not to be painted, such as machinery shafts and couplings shall be provided temporary protection during storage and constructional periods by a coating of a suitable non-drying, oily type, rust preventive compound.

38.00.00 WELDING - SPECIAL REQUIREMENTS

If the manufacturer has special requirements relating to the welding procedures for welds at the terminals of the equipments to be performed under separate

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specifications, the requirements shall be submitted to the Project Manager in advance of commencement of erection work.

39.00.00 DEVIATIONS DISPOSITIONING:

This is a no deviation tender. Bidder shall quote against the bidding document without any deviation. Offers submitted by the bidders with deviations may liable to be rejected.

40.00.00 NON-DESTRUCTIVE TESTING (NDT):

The contractor shall record results of NDTs carried out at site in the format acceptable to employer. All the radiographs & its report duly signed & correlated to the job shall be handed over to the employer. Sensitivity of all the test equipment shall be compatible to the job & acceptance norms agreed.

41.00.00 TESTING EQUIPMENT & FACILITIES:

Contractor shall provide the testing equipment and facilities necessary to carry out tests & inspections.

42.00.00 Compliance with Statutory Laws and Other Regulations of Govt. / Local Authority

All statutory / labour rules of Govt./local authorities as applicable at, Steel Plantsite shall be strictly followed by Contractor. Contractor shall indemnify Employer against any such implication.

The Statutory laws shall inter alia include the following:

- a) Employee Provident Fund & Misc. Provision Act, 1952.
- b) Contract Labour Act (Regulation and Abolition Act, 1970
- c) Minimum Wages Act, 1948
- d) Payment of Wages Act, 1936
- e) Factories Act, 1948 / Building and Other Construction Workers (BOWC) and Cess Act, 1996
- f) Family Pension Act, 1952
- g) ESI Act / Workmen Compensation Act, 1923
- h) Shops & Establishments Act
- i) Any other statutory Act relevant to in this regard

SECTION-VII :
BID FORMS AND PROCEDURES

LETTER OF BID

Bid Proposal No:
(Bidder may use his own no.)

Date:

Name of Contract:

To

The Chief Engineer (E), C&M
Department, 3rd Floor, Damodar
Valley Corporation,
DVC Towers, VIP Road, Kolkata
West Bengal
Pin: 700054

Dear Sir,

- 1.0 Having examined the Tender Documents No. _____, including subsequent amendments and clarifications....., if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned submit our bid for the works under the above-named Contract in full conformity with the said Tender Documents. The details of the Cost of Tender document and EMD being submitted by us has been furnished by us online.
- 2.0 We are aware that the Price Schedules do not generally give a full description of the job to be performed and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of job while filling in the rates/and prices. We agree that the entered rates and prices shall be deemed to include the full scope as aforesaid.
- 3.0 We undertake, if our bid is accepted, to commence execution of work of the Facilities and to achieve completion within the respective times stated in the bidding documents / quoted by us in our bid.
- 4.0 We confirm that we shall get registered with the concerned Authorities in the State where the project is located & follow all other statutory requirement as asked in the NIT and as required for execution of the work.
- 5.0 We declare that no deviation is taken by us while making our Bid proposals and quoting prices.
- 6.0 We agree to abide by this bid for a period 180 days from the date of opening of bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period
- 7.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Award shall constitute a binding contract between us.
- 8.0 We understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.
- 9.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 10.0 If our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.

In case an Indian Subsidiary Company becomes the successful bidder the Contractor has to undertake to provide additional Bank Guarantee by Parent/Holding Company equivalent to sum equal to 5% of Contract Price including taxes & duties for the entire scope of work within 30 days from the effective date of Contract.*

11.0 We have also furnished a Consortium Agreement with our Consortium Members in line with NIT requirements. *

OR

We have also furnished a letter of consent from the proposed manufacturer of _____ in line with NIT requirements. *

OR

We have furnished the required document in support to consider our company to be qualified as an Indian Subsidiary company in line with the clause 5.1 (c) of Eligibility Criteria.*

* **Delete, if not applicable.**

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

Dated thisday of..... 2023

Thanking you, we remain,

Yours faithfully,

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal)

Date :

Place :

Business Address :

Phone No. :

Mobile Number :

E-Mail Address :

Authorization of Digital Signature Certificate holder
(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.....datedusing 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

BID SECURITY- BANK GUARANTEE FORM

**PROFORMA OF BANK GUARANTEE IN LIEU OF
EARNEST MONEY DEPOSIT (BID SECURITY)**

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

To,
DAMODAR VALLEY CORPORATION
DVC TOWERS : V.I.P Road
KOLKATA-54

BG No.:
Date:

Dear Sir

In accordance with your Notice Inviting Tender for.....
..... under your NIT bearing No.....dated
..... we, M/s.(Name & full address of the firm)(Hereinafter
called the Tenderer) hereby submit the Bank Guarantee:

Whereas to participate in the said tender for the following work:

.....
.....

It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs.....in respect to the tender, with Damodar Valley Corporation (*) (hereinafter referred to as "Corporation") by a Bank Guarantee from a Nationalized Bank/ Schedule Bank irrevocable and operative till the validity of the offer (i.e. 180 days from the date of techno-commercial bid opening) for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

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

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

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

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

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

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

Date

(Signature)

Place

(Printed Name)

(Designation)

(Bank's common seal)



In presence of:

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

(1) _____

(2) _____

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

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ANNEXURE- 4

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,

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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.

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SECTION-5: PREVIOUS TRANSGRESSION

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure of "Banning of business dealings" of the Principal.

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

1. In case of Subcontracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the subcontractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tendering process all bidders who do not sign this Pact or violate its provisions.

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

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

SECTION-8: INDEPENDENT EXTERNAL MONITOR



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

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

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

- (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

Bid Forms and Procedures

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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.

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(For & on behalf of DVC)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Witness 1:

(Name & Address)



Witness 2:

(Name & Address)

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GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender of DVC.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public / original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary/ retainer ship being paid by the principal to the agent before the placement of order by DVC.
- 1.2 Wherever the Indian representative have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1** Tenderers of Foreign nationality shall furnish the following details in their offer.
- 2.1.1 The name and address of the agents/representatives of India, if any and the extent of authorization and authority given to commit the Principals, in case the agent/ representative be a foreign company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by DVC in Indian Rupees only.
- 2.2** Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2.2.2 The amount of commission / remuneration included in the price (s) quoted by the Tenderer forhimself.
- 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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ANNEXURE-5

BIDDER'S STATEMENT ON FULFILLMENT OF PRE-QUALIFYING REQUIREMENTS



SL. NO. OF NIT STIPULATION	PRE-QUALIFYING REQUIREMENT AS PER NIT STIPULATIONS	HOW THE NIT STIPULATIONS ARE MET BY THE BIDDER IN TOTALITY (BIDDER TO ELABORATE)	REFERENCE OF THE DOCUMENTS IN SUPPORT OF STATEMENT MADE UNDER COLUMN (3) WHICH ARE ATTACHED WITH PART-I OF THE BID
(1)	(2)	(3)	(4)
1 A.	<i>Technical Requirements</i>	Reference Projects (at least one) with particulars as per the NIT, start date and completion date, current address of the client, certificate for successful operation.	
1 B	<i>Financial Requirements</i>		
i)	Annual Turn Over	Annual Turn Over for a) Last financial year : b) One year before : c) Two year before : d) Three year before e) Four year before	
ii)	Net worth	Net worth at the end of Last financial year :	
iii)	Net Working capital or access to credit facilities	Last financial year :	

WE CONFIRM THAT WE HAVE SUBMITTED OUR BID AS A SOLE BIDDER */ AS A CONSORTIUM OF COMPANIES* AND WE COMPLY WITH REQUIREMENTS OF THE NOTICE INVITING TENDER NO dated AND IN PARTICULAR THE CLAUSE ON CONSORTIUM BIDDING AS APPLICABLE TO US*.

WE FURTHER CONFIRM THAT OUR ABOVE STATEMENT IS TRUE TO THE BEST OF OUR INFORMATION, KNOWLEDGE AND BELIEF.

SIGNATURE, NAME AND SEAL OF THE BIDDER WITH DATE.

* STRIKE OUT WHICHEVER IS NOT APPLICABLE.

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ANNEXURE – 6

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED

(For genuineness of the information furnished and authenticity of the documents produced for verification in support of his eligibility)
Non Judicial Stamp Paper (minimum value of Rs.10).

AFFIDAVIT

I/We,....., authorized representative of M/s.
..... solemnly declare that:

1. I/We am/are submitting Tender foragainst NIT No. dated....., vide Bid ID
2. All declaration furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. I/We and or Our affiliates is / are not banned / suspended by 'Any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure(DoE), Ministry of Finance(MoF) – as displayed on Central Public Procurement Portal (CPPP)'.

OR

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

4. All scanned copy of documents, wherever applicable, uploaded by me / us in support of the information furnished online by me / us towards eligibility are valid and authentic.
5. I/We are a Micro/ Small Enterprise covered under the provision of Micro Small and Medium Enterprises Act' 2006 and registered with the authority of the State Government.

OR

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

6. If any information furnished by me / us online and scanned copy of documents uploaded in support of the information by me / us towards eligibility is found to be false / incorrect at any time, DVC may cancel my Tender and penal action as deemed fit may be taken against me / us, including termination of the contract, 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 Bidder

Dated:

Signature and Seal of Notary



DAMODAR VALLEY CORPORATION (DVC)
MAITHON HYDEL STATION
TENDER SPECIFICATION FOR R&M OF UNIT # 1&3
(VOLUME – I : COMMERCIAL)



ANNEXURE-7

SAMPLE FORMAT FOR LETTER OF CONSENT (LOC)

(In case Bid is submitted by Subsidiary Company on the strength of credentials of Parent/Holding Company)

We hereby declare that the under signed firm (Name and Complete address of the Parent/Holding Company) hereby agrees to associate with (Name and Complete address of the Bidder/Contractor) for the scope of work (to be detailed by the bidder) (Renovation & Modernisation of MAITHON HYDEL STATION Unit#1 & 3). We also hereby undertake to meet the guarantee for the above scope of works and also depute our technical experts from time to time to the contractor's work/Owner's Project site for advise on procedures and guidance during works.....for.....package.

We also agree to furnish, a joint deed of undertaking fulfilling the conditions in the sample JDU format enclosed.

On award of LOA, we the Parent/Holding Company agree to furnish a back up guarantee for a value of 5 % of the total contract price as Contract performance guarantee in the form of an on- demand Bank Guarantee for the faithful performance of our scope of work.

1. WITNESS

For Parent/Holding Company

Signature:

Name

Designation:

(Authorized Signatory)

Seal of the Company

Office Address

2. WITNESS

For Bidder/Contractor

Signature:



Name

Designation:

(Authorized Signatory)

Seal of the Company

Office Address

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE- 8

**Format for Acceptance of Commercial Terms, General Terms and Conditions and
all other Terms of the NIT
(To be submitted on Bidder's Letter Head)**

We (Bidder's Name) having registered office at
..... (address)
agree to all the Commercial, General & other Terms & Conditions listed in the tender document,
corrigendum/addendum issued (NIT No.dated,,,,,) for RENOVATION & MODERNISATION OF
MAITHON HYDEL STATION Unit#1 & 3 through online Reverse Auction.

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

We nominate an executive, whose details are given below, to put the bids on our behalf.

The details of the person authorized to bid on our behalf are as follows.

Name & Designation:e-

mail ID :



Contact Phone Nos:

Address :

(Signature & Seal)

Place:

Date

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE-9

PROFORMA OF SECURITY DEPOSIT-CUM- PERFORMANCE BANK GUARANTEE FORM

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

Ref.....
Date.....

Bank Guarantee No.....

In consideration of the Damodar Valley Corporation, a corporation constituted and established under the Damodar Valley Corporation Act being Act No. XIV of 1948 and having its Headquarters at DVC Towers, VIP Road, Kolkata-700054, (hereinafter referred to as the 'Corporation' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s (Contractor's name) with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns), a Contract by issue of Corporation's *Notice of Acceptance/Letter of Acceptance/Contract No. dated and the same having been unequivocally accepted by the 'Contractor' resulting into a 'Contract' valued atfor.....(Name and description of the work/material) (hereinafter referred to as the 'Contract') and the 'Contractor' having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to(BG value).....being 3 % of the Contract price to the Corporation.

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

The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Corporation shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or forbear to enforce any covenants, contained or implied in the contract between the Corporation and the Contractor or any other course of remedy or security available to the Corporation. The Bank shall not be released of its obligations under these presents by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of commission or omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to (BG Value).....and it shall remain in force up to and including (@ days/ months /years) and shall be

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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extended from time to time for such period as may be desired by(Contractor's Name) on whose behalf this guarantee has been given.

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

(SIGNATURE)

(NAME)

(DESIGNATION WITH BANK STAMP)

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

In presence of


WITNESS (with full name, designation, address and official seal, if any)1)

.....
..... 2)
.....
.....

*Mention the relevant along with reference number.

@ This date shall be up to the validity up to 60(sixty) days beyond the end of the total comprehensive maintenance contract as specified in the Contract” plus six months claim period thereafter. In case Bank refuses to issue BG having Claim Period separately, the validity period of the BG may be taken as up to 60(sixty) days beyond the end of the total comprehensive maintenance contract as specified in the Contract” plus six months..

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

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE-10

SAMPLE FORMAT FOR JOINT DEED OF UNDERTAKING

**JOINT DEED OF UNDERTAKING BY THE PARENT/HOLDING COMPANY
WITH THE CONTRACTOR (Indicative condition)
(To be furnished in Non-Judicial Stamp Paper of appropriate value)**



This Deed of Undertaking executed this _____th day of. 2019 by
(Name of the Parent/Holding Company), a Company
incorporated under the Law of the (country) and having its Registered Office at
..... (complete address)..... (hereinafter called
..... or "Parent/Holding Company" which expression shall include its successors, executors and
permitted assignees) and (Name of the Bidder/ contractor)
....., a Company incorporated under the law of (Country) having its
registered office at (Complete address)..... (hereinafter called
"....." or "Contractor" which expression shall include its successors, executors and permitted assigns)
in favour of DAMADOR VALLEY CORPORATION (Established by the ACT XIV of 1948) a corporation incorporated
under the laws of INDIA and having its principal place of business at DVC TOWERS, VIP ROAD, KOLKATA –
700054, INDIA (hereinafter called the "Employer" which expression shall include its successors, executors and
assignees),

WHEREAS the Employer is desirous of getting the work done for Renovation, Modernisation & Uprating of
MAITHON HYDEL STATION Unit # 1&3 (as per the detail scope of work as given in tender specifications as per
its tender No.

AND WHEREAS ". (Contractor)" being a subsidiary of Parent/Holding Company has submitted its Bid
vide its letter No. dt. based on technical and financial credentials of the Parent/Holding
Company with the consent of the Parent/Holding Company AND whereas the contractor and the Parent/Holding
Company have agreed that the Parent/Holding Company and the contractor would be jointly responsible to the
Employer for the overall scope of work including performance as per the contract.

NOW, THEREFORE, THIS UNDERTAKING witnessed as under:

1. That in consideration of the award of contract by the Employer (hereinafter referred to as the
"Contract") we, the Parent/Holding Company and Contractor do hereby declare and guarantee that
we shall be jointly bound unto the Employer for the successful performance of the overall scope of
the work including performance. Further, we the Parent/Holding Company and the Contractor
hold ourselves jointly responsible for the timely execution of all activities in accordance with the
contract.
2. Without prejudice to the generality of the Undertaking in para 1 above, the methods of achieving the
objectives set forth above shall be as follows:

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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- (a) The Parent/Holding Company shall be responsible for providing necessary technical assistance to the Contractor for execution of the work. Further the Parent/Holding Company shall extend their quality surveillance to the contractor during design, engineering, manufacture of plant & equipment and erection of plant & equipment, commissioning, etc. at the Employer's Project Site. Without prejudice to the overall responsibility for the successful commissioning of the Renovation, Modernisation & Uprating of MAITHON HYDEL STATION Unit # 1&3 the Parent/Holding Company shall, in addition, depute technical experts from time to time, as required to the Projects site.
 - (b) The Parent/Holding Company and the Contractor will be responsible for the quality of work, manufacture, and timely delivery of all the major equipments for the Renovation, Modernisation & Uprating of MAITHON HYDEL STATION Unit # 1&3, Jharkhand, India works as per the Contract Schedule.
 - (c) The Contractor shall erect and commission and carry out testing at his works as per the Contract in accordance with the Parent/Holding Company advice, procedure and guidance for his portion of the scope of work. The Contractor will be responsible for the timely completion of all the activities related to the Contract.
3. In the event of any breach in the performance of the obligations set forth above, we the Parent/Holding Company and the Contractor, shall pay the loss or damage to the Employer on its demand.
 4. We, The Parent/Holding Company and the Contractor agree that this undertaking shall be irrevocable and further agree that this Undertaking shall continue to be enforceable till the end of Defect Liability period under the Contract. We further agree that this Undertaking shall be without prejudice to the various liabilities of the Contractor including Security Deposit/Performance Bank Guarantee and Additional Performance Bank Guarantee as well as other obligations of the Contractor in terms of the Contract.
 5. The Performance, rights and responsibility of the Parent/Holding Company and the Contractor shall be in accordance with the Contract and further the liability of the Contractor/Parent/Holding Company under this undertaking shall not in any case exceed the limits as stipulated in the Contract.

IN WITNESS WHEREOF the Parent/Holding Company and the Contractor have, through their authorized representatives executed this Undertaking and affixed Common Seals of their respective Companies, on the day, month and year first above mentioned.

1. WITNESS



For Parent/Holding Company

Signature:

Name

Designation:

(Authorized Signatory)

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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Office Address

Seal of the Company

2. WITNESS

For Bidder/Contractor

Signature:



Name

Designation:

(Authorized Signatory)

Office Address

Seal of the Company

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE- 11

PROFORMA FOR ADDITIONAL PERFORMANCE BANK GUARANTEE TO BE FURNISHED BY PARENT/HOLDING COMPANY

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

Bank Guarantee No. _____



Date _____

To
Damodar Valley Corporation

.....

Dear Sirs,

- 1.0 In consideration of the Damodar Valley Corporation, Kolkata hereinafter referred to as DVC which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, having awarded to M/s (Bidder's Name) with its Registered Office at hereinafter referred to as the "Contractor" a Contract for thevide the Contract No.datedand the same having been unequivocally accepted by..... (Bidder's Name) resulting in a Contract which was awarded on the strength of Joint Deed of Undertaking dated hereinafter referred to as "Undertaking" given by(Bidder's Name) and by (Parent/Holding Company's name) with its Registered Office at(herein after referred to as Parent/Holding Company which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) and the Parent/Holding Company having agreed to provide a Additional Performance Bank Guarantee amounting to to DVC for the faithful performance of the Contract on the Terms and Conditions specified in the "Undertaking" dated.....
- 2.0 We (Bank)(Address) having its Head Office at (herein after referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees) do hereby guarantee and undertake to pay to DVC on mere demand any and all monies to the extent of (Currency and Amount in figures).....as aforesaid and at any time up to from the date the effective date of Contract and till the obligations under the Contract are completed without any demur, reservation, contest or recourse or protest and /or without any reference to Parent/Holding Company.
- 3.0 The Bank do hereby undertake not to revoke this Guarantee during its currency without previous written consent of DVC and further agrees that the Guarantee herein contained shall continue to remain enforceable till OHPC discharges this Guarantee.
- 4.0 Any such demand made by the DVC on the Bank shall be conclusive and binding, notwithstanding any difference between DVC and Parent/Holding Company pending before any Court, Tribunal, Arbitration or any other Authority.
- 5.0 DVC shall have the fullest liberty without affecting in way the liability of the Bank under this Guarantee, from time to time, to extend the time of performance of the Contract of the Contractor and the Parent/Holding Company.

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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- 6.0 DVC shall have the fullest liberty without affecting this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against to the Contractor and the Parent/Holding Company and to exercise to same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the said Contract or Undertaking or any other course or remedy or security available to DVC.
- 7.0 The Bank shall not be released of its obligations / liabilities under these presents by any exercise by DVC of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts or omissions or commissions on the part of OHPC or any other indulgence shown by DVC or by any other matter or thing whatsoever which under Law would, but for the provision, have the effect of relieving the Bank from its obligations. The Bank also agrees that DVC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor or Parent/Holding Company and not withstanding any other security or Guarantee that DVC may have in relation to the Contractor's / Parent/Holding Company's liabilities.
- 8.0 Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs..... (Rupees) (in words) and it shall remain in force up to and including and shall be extended from time to time for such period as may be desired by Parent/Holding Company, on whose behalf this Guarantee has been given.
- 9.0 This Guarantee shall expire on unless DVC`s claim under this Guarantee in accordance with the above mentioned conditions has reached us by the end of the said date.

Signed atthis..... day of.....201



WITNESS

1. Signature.
Name in Block Letters
Occupation
Address

Signature
Name in Block Letters
Designation
Staff Code No

2. Signature
Name in Block Letters
Occupation
Address

Banker's Seal
Attorney as per power of
Attorney No... dt.



	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE-12

BANK GUARANTEE VERIFICATION CHECKLIST & INSTRUCTION FOR FURNISHING BANK GUARANTEE

(A) BANK GUARANTEE VERIFICATION CHECKLIST:

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



	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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(B) INSTRUCTION FOR FURNISHING BANK GUARANTEE :

1. Bank Guarantee (B.G.) Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp Paper of the applicable value and **to be purchased in the name of the Bank.**
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents.

The Power of Attorney is to be witnessed by two persons mentioning their full name and address.

3. The B.G. should be executed by a Nationalized Bank/Scheduled Commercial Bank. **B.G. from Co-operative Bank/Rural Banks are not acceptable.**
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. **Any B.G. if executed on Non-Judicial Stamp paper after 6(six) months of the purchase of such stamp paper shall be treated as Non-valid.**
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with NIT/LOA etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract/Bid validity period, the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in NIT/LOA/Contract etc.
11. Issuing Bank/The Contractor are requested to mention the NIT/LOA/Contract etc. reference along with the B.G. No. for making any future queries to D.V.C.
12. Signing by witnesses in the Bank Guarantee/Performance Guarantee/Security is not mandatory.

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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FORM OF EXTENSION OF BANK GURANTEE

Ref. No. :

Date.....

To,
Damodar Valley Corporation,

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

Dear Sirs,

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

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

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

faithfully,



for.....

Manager/Agent/Accountant

Dated.....

SEAL OF BANK

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

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE-13

BANK GUARANTEE FOR RELEASE OF PAYMENT AGAINST PERFORMANCE GUARANTEE CERTIFICATE/FINAL ACCEPTANCE CERTIFICATE

(To be executed on Non-Judicial Stamp Paper of appropriate value)

..... *(Name of the Bank)*
Address

Guarantee No.

A/c Messrs *(Name of Contractor)*

Date of Expiry

Limit to liability (*currency & amount*)

Contract No.

For *(Name of Facilities)*

Sub: Release of Payment against Commissioning Certificate/ Performance Guarantee Certificate/ Final Acceptance Certificate.

Date 20.....

To
.....
.....
.....
[Name and Address of Employer]

Dear Sir,

We refer to the Contract Agreement (hereinafter called the "Contract") Reference No. Datedbetween you and M/s. (**Name of the Contractor**) (hereinafter called the "Contractor") for the RENOVATION, MODERNISATION & UPRATING OF MAITHON HYDEL STATION RM&U of Unit # 1 & Unit # 3 (Each of 22MW). (**Name of the Facilities**).

Whereas, the Contractor has undertaken to produce additional Bank guarantee under the provisions of the Contract to secure Contractor's obligations to you for conducting the Performance Guarantee Tests/ Final Acceptance Certificate (FAC) [**strikeout whichever is not applicable**] as per the provision of the Contract.

1. We (**Name of the Bank**) do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding (**currency and amount**). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding



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2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.
4. This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and in force upto the issue of the Performance Guarantee Tests/ Final Acceptance Certificate (FAC) [**strikeout whichever is not applicable**] provided always that unless extended this guarantee shall remain in force till _____.
5. This guarantee shall not in any way be affected by you taking any securities from the Contractor or by the winding up, dissolution, insolvency or death as the case may be of the Contractor. We shall not be entitled to proceed against the assets of the Contractor at your site
6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
7. This guarantee is in addition to any other guarantee or guarantees given to you by us
8. This guarantee shall not be discharged by any change in the constitution of the Contractor or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.
9. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum (**currency and amount**) and shall expire on unless a claim or demand is made on us in writing within twelve months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.
10. We have full power to sign this guarantee under the delegations of powers and notification made under general regulation and resolutions in this regard.

Your faithfully

Dated day of 200..
For
(**Name of the Bank**)



DAMODAR VALLEY CORPORATION (DVC)
MAITHON HYDEL STATION
TENDER SPECIFICATION FOR R&M OF UNIT # 1&3
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FORM OF AUTHORISATION LETTER

(NAME OF EMPLOYER)

(PROJECT)

REF.NO.

DATE :

To,

M/s (Contractor's Name).

Ref : Contract No..... Dated.....
for..... awarded by (Name of Employer)

Dear Sirs,

Kindly refer to Contract No.....Dated.....for(Contract Name)

You are hereby authorized on behalf of..... (Name of Employer) having its registered office at..... and its Project at.....to take physical delivery of materials/equipments covered under dispatch Document/ Consignment Note no*..... datedand as detailed in the enclosed Schedule for the sole purpose of successful performance of the aforesaid contracts and for no other purposes, whatsoever.



(Signature of Project Authority)

(Designation :)

Date

ENCL : as above

Mention LR/RR No.

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE-16

PROFORMA FOR CUSTODY CUM INDEMNITY BOND

(To be used for materials to be issued free/ or good/materials ownership of which passed on the Employer before construction/ erection/testing/commissioning)
(on Non-Judicial Stamp paper of appropriate value)

Proforma for custody-cum-Indemnity Bond for the work of -----

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



[Name and Address of Employer]

In consideration of the DVC (Damodar Valley Corporation) (hereinafter called this Company) which expression shall unless repugnant to the subject or content include his successors and assigns having agreed under the terms and conditions of the Contract no -----dated-----
-----made between-----and the Company in connection with----- to permit the Contractor to receive goods/materials (specify the quantity and name of the materials) of the contract rate of item for supply the value of Rs.-----interalia on production of Indemnity-cum-custody bond. We do hereby undertake and agree to indemnify and keep indemnified the company from time to time to the extent of Rs.----- (Rupees----- only) against any loss or damage, costs, charges and expenses caused to or suffered by the company by reason of the -----failing to take proper care and custody of the goods/ materials and/ or failing to properly used in the job as per Contract and hand over the completed job in terms of the agreement aforesaid or not complying the instructions which may be given from time to time during the continuance of the agreement and we further undertake to unconditionally pay the amount claimed by the company on demand and without demur to the extent aforesaid.

We ----- hereby further undertake to use the said goods/ materials in terms of the Contract aforesaid and further keep safely, preserve and maintain or caused to be kept safely preserved or maintained all plant machinery equipment and all materials for erection till the date of the preliminary acceptance thereof in terms of the agreement and any damage, breakage, loss during this period will be solely to our Account and we would make necessary arrangement proper replacement/repair as desired by the Company.

We-----further agree that the company shall be sole judge of and as to whether there has been any breach of the terms and conditions of this bond and as to the extent of the loss, damage, costs, charges and expenses caused to or suffered by the Company.

We----- further agree that our liability under this bond shall not be discharged because of the change in the constitution of the Company/or the extension of the time or for any indulgence by the Company granted to us.

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ANNEXURE- 17

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

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

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

Date: Place:

(Authorised Signatory)

(Printed Name) (Designation) -

(Name)

Address.....

(Company Seal)

Bank Certification :

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

Date:

Place:



(Authorised Signatory)

(Name) -----

(Designation)-----

(Authorisation No.)-----

(Bank Seal)

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE-18

Form of Preliminary acceptance Certificate

Ref No. : _____
Date : _____

To :
.....
.....
.....

[Name and address of Contractor]
Contract Agreement No : _____
[Name of the Facilities]

Dear Sirs,

Pursuant to clause 19.1 (Preliminary Acceptance) of the Special Conditions of the Contract entered into between yourselves and the Employer dated _____ **[date]**, relating to the _____ **[brief description of the facilities]**, we hereby notify you that the erection, testing of the individual unit of the following part(s) of the Facilities was completed successfully on the date specified below. The Facilities are fit for start-up and commissioning. However, you shall liquidate all the outstanding defects and / or deficiencies and complete the balance items listed in the attachment hereto, as soon as possible, so that the Facilities are fully in accordance with the requirements of the Contract and commissioning activities of the Facilities can be started. Further, you shall be fully responsible for care and custody of the Facilities and the risk of loss thereof till the issue of commissioning certificate in terms of the Contract.

1. Description of the Facilities or part thereof : _____ **[description]**
2. Date of Completion of Trial runs: _____ **[date]**

This letter does not relieve you of your obligation to complete the execution, commissioning, establishment of performance guarantee parameters of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Yours faithfully,

Title
(Project Manager)



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ANNEXURE-19

FORM OF COMMISSIONING CERTIFICATE

Ref No. : _____
 Date : _____

To :

.....

[Name and address of Contractor]

Contract Agreement No : _____

[Name of the Facilities]

Dear Sirs,

Pursuant to clause **19.2** (Commissioning of the Facilities) of the Special Conditions of the Contract entered into between yourselves and the Employer dated _____ **[date]**, relating to the _____ **[brief description of the facilities]**, we hereby notify you that the following part(s) of the Facilities was (were) commissioned on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof but without prejudice to any of the rights of the Employer, on the date mentioned below.

1. Description of the Facilities or part thereof : _____ **[description]**
2. Date of Completion : _____ **[date]**

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

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

Yours faithfully,

 Title
 (Project Manager)



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ANNEXURE-20

FORM OF PERFORMANCE GUARANTEE CERTIFICATE

Ref No. : _____

Date : _____

To :

.....

[Name and address of Contractor]

Contract Agreement No : _____

[Name of the Facilities]

Dear Sirs,

Pursuant to Clause 19.4 (Performance Guarantee Tests of the Facilities) of the Special Conditions of the Contract entered into between yourselves and the Employer dated _____ **[date]**, relating to the _____ **[brief description of the facilities]**, we hereby notify you that the Performance Guarantee Tests of the following part(s) of the Facilities was (were) carried out and Performance Guarantee Parameters were satisfactorily attained on the date specified below, and that, in accordance with the terms of the Contract.

1. Description of the Facilities or part thereof : _____ **[description]**

2. Date of Completion : _____ **[date]**

3. Performance Guarantee Parameters :

<u>Description</u>	<u>Guaranteed</u>	<u>Achieved</u>
--------------------	-------------------	-----------------

a)

b)

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

Yours faithfully,

 Title
 (Project Manager)



DAMODAR VALLEY CORPORATION (DVC)
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ANNEXURE-21

FORM OF FINAL ACCEPTANCE CERTIFICATE

Ref No. : _____

Date : _____

To :

.....

[Name and address of Contractor]

Contract Agreement No : _____

[Name of the Facilities]

Dear Sirs,

Pursuant to **Clause 19.5** (Final Acceptance of the Facilities) of the Special Conditions of the Contract entered into between yourselves and the Employer dated _____ **[date]**, relating to the _____ **[brief description of the facilities]**, we hereby notify you that the following part(s) of the Facilities was (were) completed satisfactorily including completion of Defects Liability Period as per Contracts, on the date specified below, and that, in accordance with the terms of the Contract.

1. Description of the Facilities or part thereof : _____ **[description]**
2. Date of Completion : _____ **[date]**

Yours faithfully,

 Title
 (Project Manager)



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ANNEXURE- 22

**FORM OF CHANGE ORDER
(Employer's Letterhead)**

Ref No. : _____
Date : _____

To:

.....
.....

[Contractor's Name and Address]

Contract Agreement No : _____
[Name of the Facilities]



Dear Sirs,

We approve the Change Order for the work specified in the Change Proposal (No. *[number]*), and agree to adjust the Contract Price, Time for Completion and / or other conditions of the Contract in accordance with Clause 23 of the of optional terms & conditions of General Conditions of Contract.

1. Title of Change: **[name]**
2. Change Request No. / Rev.: **[Request number/revision]**
3. Change Order No. / Rev. : **[Order number/revision]**
4. Originator of Change : Employer / Contractor: **[name]**
5. Authorised Price :
Ref. No. : **[number]** Date : **[date]**
- Foreign currency portion **[amount]** plus Local currency portion **[amount]**
6. Adjustment of Time for Completion
None Increase **[number]** days Decrease **[number]** days
7. Other effects, if any

Authorised by: _____ Date: _____
(Employer)

Accepted by : _____ Date : _____
(Contractor)

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ANNEXURE- 23

CERTIFICATE
(Bidder's Letterhead)

1. We certify that we have read the orders of Department of Expenditure, Public Procurement Division, MOF vide F.No.6/18/2019-PPD dated 23/07/2020 (Public Procurement No.1 &Public Procurement No.2) and dated 24/07/2020 (Public Procurement No.3)and its subsequent revisions/amendments (if any) issued by MoF, GOI or, by MoP, GOI time to time, regarding restrictions on procurement from a bidder of a country which shares a land border with India (except for the Countries to which the Government of India has extended lines of credit or, in which the Government of India is engaged in development projects)and on sub-contracting of works to contractors from such countries (except for the Countries to which the Government of India has extended lines of credit or, in which the Government of India is engaged in development projects).

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

2. We certify that we have read the MoP, GOI's orders vide no. 25-I I/6/2018-PG dated 02.07.2020& vide no. 11/05/2018-Coord dated 23.07.2020 and its subsequent revisions/amendments (if any) issued by MoP, GOI time to time with regards to "testing of imported items to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, considering vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment" and to "Procure equipment from manufacturers figuring in the 'Approved list of Models and Manufacturers (ALMM)' for power sector in connection with "Measures for contributing towards 'Atmanirbhar Bharat' and 'Make in India' through phased Indigenization in Power Sector".

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

3. We certify that we have read the MoP, GOI's order vide no. No.11/05/2018-Coord. dated 28.07.2020 & 17.09.2020 and its subsequent revisions/amendments (if any) issued by MoP, GOI time to time with regards to "Procurement only from the local suppliers for the items as mentioned in Annexure-I of the above order dated 17.09.2020 and from Manufacturers holding intellectual property rights and where there is a transfer of



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technology for the items as mentioned in Annexure-II of the above order dated 28.07.2020" and "verification of self-declarations and auditor's/ accountant's certificates on Local Content submitted by the manufacturer/ supplier randomly and in case of complaint by the committee constituted vide the above order. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee".

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

4. We further certify that we have not been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), GOI.



We further certify that we are eligible to be considered.

Date:
Place:

(Authorised Signatory)

(Printed Name)
(Designation) -----
(Name)
Address

(Company Seal)

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ANNEXURE- 24



List of Special Maintenance Tools & Tackles

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject package. The list includes the special maintenance tools & tackles as mentioned in the Technical Specification of this Tender (Minimum as mentioned in Chapter 12 of vol-II: Technical Specification of this NIT).. The prices for these tools & tackles are already indicated as LOT in sl. No. 6.01 of the price Schedule 1.

Notwithstanding what is stated above we further confirm that any additional special maintenance tools and tackles required for the equipment supplied under this package shall be furnished by us at no extra cost to the Employer.

Sl.No.	Description of Equipment	Description of Tools & Tackles	Unit	Quantity
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				

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

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE- 25

Details of Proposed Sub-Contractors/Sub-Vendors

The details of all items of services or supply which we propose to sublet, giving details of the name and nationality of the proposed Sub-Contractor/Sub Vendor for each item are given below: -

Sl.No.	Supply/Service	Unit	Quantity	Name, Address & Nationality of Proposed Sub- Contractor/ Sub-Vendor
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				

Note : 1. Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Annexure.

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE- 26

List of Commissioning / Start-up Spares without Price

Bidder's Name and Address :

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

Dear Sir,

We are furnishing below the list of Commissioning/ Start-up Spares for various equipment under the subject package. The prices for these tools & tackles are already indicated as LOT in Sl. No. 6.02 of price Schedule 1.

Notwithstanding what is stated above we further confirm that any additional Commissioning/ Start-up Spares required for the equipment supplied under this package shall be furnished by us at no extra cost to the Employer.

Sl. No.	Item Description	Unit	Quantity
(1)	(2)	(3)	(4)

We note that the above list is subject to your approval and we shall ensure the availability of the required quantity of Commissioning spares as approved by you without any additional cost to you before start-up/initial operation.



Date : (Signature)

Place : (Printed Name)

(Designation)

(Common Seal)

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

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ANNEXURE- 27

DECLARATION ON BANNING POLICY

Bidder's Name and Address :



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

- 1) We have read the contents of the Banning Policy of DVC attached with this BIDDING document and agree to abide by this Policy:
 - a) Further, in terms of requirement under Banning Practices we hereby declare that in case where the business firm happens to have been banned / suspended by 'Any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal(CPPP)' and the ban/ suspension is still in force on the date of bid opening of techno-commercial bid or on the date of issuance of LOA/PO/Work Order /LOA-cum-Work Order , the offer of the business firm /authorized agent/distributor/dealer/affiliates shall not be considered for all establishments of DVC.

- 2) We further declare that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, DVC shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

Date : (Designation).....

Place : (Printed Name).....

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ANNEXURE- 28

Declaration regarding Local content included in our bid price

Bidder's Name and Address: _____ To
 Chief Engineer(M),
 C&M Department, DVC,
 DVC Towers, VIP Road,
 Kolkata-700054

Dear Sir,

We hereby declared the followings:-

1.0 We confirm that we are a Class-I Local supplier, and the Local content in our quoted price is.....% of the total quoted price as per the details given below:

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

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

Further, we confirm the following:

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

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

(Signature).....

Date : _____ (Designation).....
 Place : _____ (Printed Name).....
 _____ (Common Seal).....

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



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ANNEXURE- 29

Performance Guarantee Parameters

Bidder's Name and Address:

To

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

Dear Sir,

We hereby declared that we have guaranteed the following for the turbine and generator parameters for the rated head, water flow and power factor.

Sl. No.	Description	Guaranteed value
1	Turbine output, MW (a) At design net head of 35.3 m (b) At maximum head of 43.8 m (c) At minimum head of 23.1 m	
2	Rated generator output, MVA at 0.90 pf	
3	Overall TG output at Design Head	
4	Turbine efficiency at rated net head for: (a) 100% rated output (b) 80% rated output (c) 60% rated output (d) Weighted average efficiency	
5	Generator efficiency at (a) 100% rated output (b) 80% rated output (c) 60% rated output (d) Weighted average efficiency	
6	Weighted average efficiency of TG at design head	





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Note:

1. Efficiency at 100%, 80% & 60% are for information. Based on these values, guaranteed weighted average efficiency will be calculated as per the formula given in tender.
2. Bidder shall quote only numerical values for the guarantee parameters without the use of symbols such as > / < (greater than or equal to / less than or equal to). In case if the numerical values are quoted along with symbols, numerical values shall only prevail and the symbols will not be taken into cognizance.
3. The non-achievement of guaranteed parameters are stipulated under above table shall be applied with Liquidated Damage (LD) as per provision of Commercial part (Volume -1) of the Tender Document.

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ANNEXURE- 30

FORM OF BANK GUARANTEE BY ** ASSOCIATE / PROMOTER COMPANY (IES)/PARENT/ HOLDING COMPANY/subsidiary of Parent/Holding Company



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

Bank Guarantee No. Date.

In consideration of DVC (hereinafter referred to as "Employer" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to with its Registered Head Office at (herein-after referred to as or "Contractor") a Contract for "Renovation , Modernisation and Upgrading of Maithon Hydel Station, Unit#1&3" vide Contract No dated..... and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of ** "Deed of Joint Undertaking" dated.....(hereinafter referred to as "Undertaking") given by M/s [**ASSOCIATE / PROMOTER COMPANY (IES)/PARENT/ HOLDING COMPANY/subsidiary of Parent/Holding Company'] having its registered office(s) at{hereinafter called And [**ASSOCIATE / PROMOTER COMPANY (IES)/PARENT/ HOLDING COMPANY/subsidiary of Parent/Holding Company'], having agreed to provide a Performance Guarantee amounting to..... to the Employer on the terms and conditions specified in the "Undertaking".

We Bank, having its Head Office (herein after referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the Employer on demand any and all monies to the extent of (Specify currency and amount in words and figures) only as aforesaid at any time upto @ without any demur, reservation, context, recourse or protest and/or without any references to " ** ASSOCIATE / PROMOTER COMPANY (IES)/PARENT/ HOLDING COMPANY/subsidiary of Parent/Holding Company' " or "Contractor". Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and ** Associate / 'Promoter Company(ies)' or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till six months after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have

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against the ** ASSOCIATE / PROMOTER COMPANY (IES)/PARENT/ HOLDING COMPANY/subsidiary of Parent/Holding Company' and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under this presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank from its obligations.

The Bank also agrees that the Employer at is option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or ** ASSOCIATE / PROMOTER COMPANY (IES)/PARENT/ HOLDING COMPANY/subsidiary of Parent/Holding Company' and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or ** ASSOCIATE / PROMOTER COMPANY (IES)/PARENT/ HOLDING COMPANY/subsidiary of Parent/Holding Company' liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and, it shall remain in force upto and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ** ASSOCIATE / PROMOTER COMPANY (IES)/PARENT/ HOLDING COMPANY/subsidiary of Parent/Holding Company' on whose behalf this guarantee has been given.

Date thisday of 20..... at.

WITNESS :

(Signature).....

(Signature).....

(Name).....



(Name & Designation).

(Official Address).....

(Bank's Seal)



Authorised vide Power of Attorney No....

Date

	<p style="text-align: center;">DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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**** Delete whichever is not applicable as per the respective clause of QR of IFB@** The date will be six months after the end of the defect liability period as specified in Contract.

NOTE:The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank.

	<p>DAMODAR VALLEY CORPORATION (DVC) MAITHON HYDEL STATION TENDER SPECIFICATION FOR R&M OF UNIT # 1&3 (VOLUME – I : COMMERCIAL)</p>	
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ANNEXURE- 31

(NO DEVIATION CERTIFICATE)

Bidder's Name and Address :

To
Sr. General Manager(E), C&M Deptt.,
DVC, DVC Towers, VIP Road,
Kolkata-700054

Dear Sir,

- 1 With reference to our Bid Proposal for the subject package, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in Conjunction with Amendment(s)/Clarification(s) / Addenda / Errata (if any) issued by the Employer prior to opening of Techno- Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
- 2 We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendment(s) /Clarification(s) / Addenda /Errata (if any) as mentioned at Sl. No. 1 above found anywhere in our Techno-Commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer , failing which the bid shall be rejected.

Date : (Designation).....

Place : (Printed Name).....