



DAMODAR VALLEY CORPORATION
Contracts & Materials Department
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C & M DEPARTMENT
MAITHON
DAMODAR VALLEY CORPORATION

INVITES
Request for Quotation (RFQ)

For

Installation of 01 no. solar deep bore well at Jehar Than, Gogna under CSR, DVC, Maithon (JH).

NIT NO. - DVC/Tender/MAITHON/Maithon Division/C&M Purchase & Contract/Works and Service/00219 Date 10/07/2023

DVC contractors enlisted in Class III (Zone-II) for Civil Engineering Works, 2021 (w.e.f.01.01.2022) may participate.

Through

OTE with On-Line Reverse Auction (RA)

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SECTION – I : INVITATION FOR BID (IFB)

C&M, Deptt., Maithon, Damodar Valley Corporation (DVC) invites bids from eligible bidders in **e-Tendering mode** for – **“Installation of 01 no. solar deep bore well at Jehar Than, Gogna under CSR, DVC, Maithon (JH).”** as per details mentioned hereinafter:

1.00

a)	Estimated Cost:	Rs. 6,83,698.00 only	
b)	Earnest Money Deposit (EMD):	Rs. 13,674.00 only	
c)	Cost of Tender Documents: (Non-Refundable):	Rs. 1,000.00 (One thousand) only inclusive of applicable GST.	
d)	Document Downloading date & Timing:	From 17.00 Hrs. of 10.07.2023 to 12.00 Hrs. of 07.08.2023	https://etenders.gov.in/eprocure/app
e)	Date of Pre-bid Meeting:	N/A	At C&M Deptt., DVC, Maithon
f)	Last date for submission of Pre-bid query:	N/A.	Pre bid query shall be submitted through e mail
g)	Last date & Time of Uploading Envelope 2, Envelope 3 online :	Upto 12.00 Hrs. of 07.08.2023.	https://etenders.gov.in/eprocure/app
h)	Submission of original hard copy of all the documents of Envelope1 offline at C&M Deptt., DVC, Maithon	Upto 12.00 Hrs. of 08.08.2023 At address mentioned at Sl. No. 18.00 of Section-I	
i)	Bid Opening Date & Time (Envelope1 offline)	at 10.00 Hrs. of 09.08.2023.	At C&M Deptt., DVC, Maithon
j)	Bid Opening Date (Envelope2 and all related supporting documents online) (only for those Bidders whose Envelope1 satisfy the conditions as asked in the NIT)	at 12.00 Hrs. of 09.08.2023.	https://etenders.gov.in/eprocure/app
k)	Price Bid Opening Date (Envelope 3 online) (only for those Bidders whose Envelope2 satisfy the conditions as asked in the NIT and also are QR qualified and techno commercial complied bids)	At a date to be notified by DVC in due course.	https://etenders.gov.in/eprocure/app
l)	Date and Time of Online Reverse Auction	At a date to be notified by DVC in due course.	https://etenders.gov.in/eprocure/app

2.00 Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/eprocure/app>, and upload scanned copy of Tender Fee and EMD instruments at the requisite place on e-tendering site. They are also advised to submit a hard copy envelope containing instruments of Tender Cost and EMD. Non-receipt of this envelope within the specified date and time may lead to rejection of bid.

No relaxation is applicable for Cost of tender paper document and Earnest Money Deposit for MSEs.

3.00 The details of the 03 (three) envelopes are as follows –

Details of Envelope	Should Contain	Should reach by	Should reach at	Remarks
Envelope 1	<p>1. Cost of Tender Documents – ORIGINAL INSTRUMENT (in the form of Demand Draft /Bankers' Cheque / Pay order drawn in favour of 'Sr. Additional Chief Accounts Officer, DVC, Maithon' payable at (i) State Bank of India - Kumardhubi Branch, IFSC Code – SBIN0003444 or (ii) United Bank of India, Maithon Branch, IFSC Code – UTBIOMHNNK429 or (iii) UCO Bank, Maithon Branch, IFSC Code – UCBA0000226 or (iv) Bank of India, Maithon Branch, IFSC Code – BKID0004777.</p> <p style="text-align: center;">AND</p> <p>2. EMD – (a) Bank Demand Draft / Pay Order, DRAWN IN FAVOUR OF of 'Sr. Additional Chief Accounts Officer, DVC, Maithon' payable at (i) State Bank of India - Kumardhubi Branch, IFSC Code – SBIN0003444 or (ii) United Bank of India, Maithon Branch, IFSC Code – UTBIOMHNNK429 or (iii) UCO Bank, Maithon Branch, IFSC Code – Non-MSEUCBA0000226 or (iv) Bank of India, Maithon Branch, IFSC Code – BKID0004777.</p> <p>(in case of submission in these modes, the processing charges may be kept in mind, so that amount payable to DVC is exactly as mentioned in this NIT).</p> <p>(b) Bank Guarantee from an Indian Nationalized Bank / Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank India), irrevocable and operative till the validity of the offer as per standard.</p> <p>(c) DVC Bonds duly endorsed in favour of DVC.</p> <p>(d) Post Office National Savings Certificate, having face value equal to the EMD value and duly endorsed by issuing authority in favour of DAMODAR VALLEY CORPORATION.</p> <p>(e) Attested photocopy of certificate issued by DVC as permanent EMD account holder.</p>	Due date and time specified at Sl. No. (h) stated at above table	Due places specified at Sl. No. (h) stated at above table	<p>Envelope 1 should be super scribed with NIT No. and Subject and shall contain –</p> <p>1. INTEGRITY PACT along with Notarized Power of Attorney (For tenders above 50 Lakhs only).</p> <p>NOTE: Integrity Pact shall have to be submitted both in soft & hard copy.</p> <p style="text-align: center;">AND</p> <p>2. TENDER FEE & EMD</p> <p>NOTE: Bidders should ensure that instrument towards tender fee & EMD must reach the office of the SE (C&M), Maithon on or before last date of submission as mentioned above. Bids will be out rightly rejected without the same.</p>
Envelope 2	<p><u>Uploaded online</u> shall contain all documents pertaining to –</p> <p>1. Declaration in support of Qualification Requirement as mentioned in the NIT & Declaration/ Information in support of <u>Techno-commercial Bid</u> as mentioned in the NIT.</p> <p>2. Scanned copies of –</p> <p>(a) Integrity Pact –As Specified in this NIT (For Tenders with Estimated Cost \geq Rs. 50.00 Lac) - To Be Executed on Plain Paper.</p> <p>(b) Letter Of Bid.</p> <p>(c) Acceptance Of Online Reverse Auction / Bidding.</p> <p>(d) Affidavit On Non-Judicial Stamp Paper of Rs. 10.00 As Per Format Given In NIT.</p>	Due date and time specified at Sl. No. (g) stated at above table	ONLINE	<p>Original / notarized copies of documents i.r.o. QR qualification, company status, EPF / ESIC / GST RC etc. shall be sought from the L-1 bidder in due course. In case the L1 bidder for any item fails to produce the documents within the specified period, 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, the bid is liable for rejection.</p>

	<p>(e) Notarized Power of Attorney on Non-Judicial Stamp Paper of Rs. 10.00 as per Format Given In NIT,</p> <p>(f) Basic Information About Bidder,</p> <p>(g) RTGS/NEFT Details,</p> <p>(h) Format For No Relation Certificate In DVC,</p> <p>(i) Copies Of EPF & ESI Registration Certificates,</p> <p>(j) Copy Of GST Registration Certificate,</p> <p>(k) Documents Relating to Status of Organization. (Sole / Proprietorship / Private Limited / Public Etc.),</p> <p>(l) Contract Agreement Format.</p> <p>3. All QR documents.</p>			
	<p>Envelope 2 in hard copy containing – Covering letter in original along with Following Documents in Original –</p> <p>(a) Letter of Bid (on Company Letter Head),</p> <p>(b) Acceptance of Online Reverse Auction / Bidding (on Company Letter Head)</p> <p>(c) Affidavit on Non-judicial stamp paper of Rs. 10.00 as per format given in NIT.</p> <p>(d) Notarized Power of Attorney Non-judicial stamp paper of Rs. 10.00 as per format given in NIT.</p>	Due date and time specified at Sl. No. (h) stated at above table	Due places specified at Sl. No. (h) stated at above table	Envelope 2 should be super-scribed with NIT No., Subject, and 'Envelope-2'.
Envelope 3	Contains only Price Part. Not required in hard copy. Price Part is required to be filled online at the requisite place provided in Price Schedule only. Cost of Withdrawal of Deviations, if any, are also to be filled online only in assigned place on the format.		ONLINE	Disclosure of price element anywhere other than at specified place shall lead to rejection of bid.

4.00 Earnest money Deposit to be submitted separately in the form of –

- (a) **Bank Demand Draft / Pay Order**, drawn in favour of 'Sr. Additional Chief Accounts Officer, DVC, Maithon' payable at (i) State Bank of India - Kumardhubi Branch, IFSC Code – SBIN0003444 or (ii) United Bank of India, Maithon Branch, IFSC Code – UTBIOMHKNK429 or (iii) UCO Bank, Maithon Branch, IFSC Code – UCBA0000226 or (iv) Bank of India, Maithon Branch, IFSC Code – BKID0004777. **(in case of submission in these modes, the processing charges may be kept in mind, so that amount payable to DVC is exactly as mentioned in this NIT).**
- (b) **Bank Guarantee from an Indian Nationalized Bank / Schedule Bank / Foreign Bank** (in the scheduled list of Reserve Bank India), irrevocable and operative till the validity of the offer, if applicable.
- (c) **DVC Bonds** duly endorsed in favour of DVC.
- (d) **Post Office National Savings Certificate**, having face value equal to the EMD value and duly endorsed by issuing authority in favour of DAMODAR VALLEY CORPORATION.
- (e) **Attested photocopy of certificate issued by DVC as permanent EMD account holder.**

Note – It is to be noted that Earnest Money Deposit should be strictly in one of the above forms.

Clubbing of one of the above forms with the other forms, to meet the desired EMD amount will lead to the rejection of the offer.

- i) **Envelope 1 shall have to be submitted in hard copy positively within specified date and time to of the place as mentioned at Sl. No. (h) above. Non-receipt of the same might lead to outright rejection of bid. The same should be clearly super-scribed with NIT No., Subject, and the words TENDER FEE' and 'EMD/BID SECURITY'.**

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

- ii) The offer accompanied by B.G. against EMD will only be considered valid on acceptance of the Bank Guarantee. The offer not accompanied by specified EMD in proper form as defined in the Bid Document shall not be considered as valid tender for opening of bid.
- iii) Bid security shall remain valid for a period of 180 days from the closing date prescribed by DVC for the receipt of bids and beyond any extension of bid validity subsequently requested, plus three months claim period thereafter.
- iv) No interest would be paid by the Employer against the Bid Security (EMD).
- v) The intending Bidder is advised to take care that cost of tender & EMD is correctly drawn and reaches before the tender opening as detailed in the NIT and any relaxation in this regard will not be allowed and their bids shall be rejected outrightly.

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

- (a) The name of the NIT mentioned in the BG is different from the NIT for which bids have been invited.
- (b) The firm / proprietor, on whose behalf the bank guarantee has been furnished, is different from the bidder.
- (c) The Bank Guarantee is not of the prescribed value.
- (d) The validity of the Bank Guarantee is less than the stipulated period. However, the shortfall, if any, up to a period of 7 (seven) days, shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable:
- If the deadline of submission of bids and the date of bid opening has been extended, a shortfall up to the period of extension shall be acceptable.
 - If the deadline for submission of bids and the date of bid opening has been extended more than once, a shortfall up to the period of total extension shall be acceptable.
- vi) In addition to the above, there are other points to be noted and followed strictly for the purpose of the execution of the BG as stipulated under the instruction of submission of BG at Sl. No. B of Section-IX, (4) of BFP.
- vii) No tender will be considered as valid without acceptance of Earnest Money Deposit.
- viii) 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.
- ix) **PERMANENT EARNEST MONEY DEPOSIT:** The Tenderer may deposit with the Corporation, permanent EMD of rupees three lakhs only (Rs. 3, 00,000) in the form DD / Pay order / banker cheque Draft in favour of Damodar Valley Corporation payable at Kolkata in INR or BG for a period of three years constituting the same sum as security for the compliance with the obligation undertaken in the tenders involving estimated cost upto Rs.1 crore irrespective no. of tender. No interest shall be payable on such a deposit amount. Tenderer shall be entitled to submit offers and to have them considered without payment of EMD with each tender separately. An exemption certificate shall be issued to such vendors and they need to furnish reference of this certificate
Along with tender document and also super scribe the reference on the envelope so that offers are accepted for opening.

5.00 FORFEITURE OF EMD:

The EMD may be forfeited.

- 1) For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer.

- 2) Any bidder withdraws/varies his offer within the bid validity period before finalization of the tender.
- 3) If the bidder does not accept the arithmetical correction of its bid price.
- 4) For failure to submit security cum performance BG within 30 days from the last day of the specified time limit as stipulated in the PO/LOI/LOA/LOI-cum-Work Order.
- 5) If the acceptance of order is not received within the stipulated period.
- 6) If the Bidder does not withdraw any deviation listed in the 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 requirements 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 online is found to be false during verification of documents.
- 10) Permanent EMD deposited by vendors/suppliers shall be forfeited in case they
 - i) Revoke the tender or increase the rates after opening the tender but during the validity period of their offers or
 - ii) Refuse to accept the order/contract issued as per their offer or subsequent mutual agreements.
 - iii) Do not execute the orders.

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

6.00 REFUND OF EMD:

The earnest money would be refunded to the unsuccessful tenderers within 15 days of finalization of the tender. However, the bidders must submit a letter to C&M, Maithon specifying their bank details at which the EMD will be refunded. Earnest Money will be returned to the successful tenderer after receipt of SDBG as per terms mentioned in the Purchase / Work order. No interest would be paid against the EMD deposits.

7.00 The above envelopes i.e., "TENDER FEE" and "BID SECURITY/EMD" should be sealed in an outer envelope super scribing on it, the **NIT NO. AND DUE DATE OF OPENING**.

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

9.00 The NIT has been hosted on e- procurement portal "<https://etenders.gov.in/eprocure/app>" (For participation), <http://itj.gov.in> and on www.dvc.gov.in (For information only)

10.00 Any addendum/corrigendum/extension, if required, pertaining to this NIT will be hosted on <https://etenders.gov.in/eprocure/app> only. Bidders are requested to visit website <https://etenders.gov.in/eprocure/app> regularly for any addendum/corrigendum/extension till opening of tender. It will be assumed that the information contained therein will have been taken into account by the Bidder in their bid.

11.00 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.

12.00 All bidders are requested to please register your firm at <https://etenders.gov.in/eprocure/app> for participation in e-procurement if not registered till date.

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

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

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

16.00 E-TENDERING

For any correspondences with DVC (such as responses towards techno-commercial bid clarifications etc.), tenderers have to send their reply only to email address as mentioned in NIT & DVC will make correspondences with the tenderer through their respective e-mail addresses. Changes of e-mail address of any bidder, if any, must be intimated on a priority basis to DVC in writing with proper reasons thereof. For any queries regarding all sorts of application of e-Procurement system while acquiring digital signature, registration, downloading & uploading of tender documents, activation of user ID & password, Sk Nawajesh Rahman, e-mail ID rnawajesh@gmail.com- Contact No. 9831683690 / Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob:8240124812) may please be contacted.

17.00 Digital Signature:

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

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

- a) Bidders are required to register in the Government e-procurement portal, obtain "Login ID" & "Password" and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username 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) The bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed to the terms and conditions including all the Forms/Annexure of this tender.

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

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

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

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

19.00 Bids (“Envelope-1 through offline” and “Envelope-2, Scanned copies of Letter of Bid, Acceptance of Online Reverse Auction / Bidding, Affidavit, Notarized Power of Attorney, Cost of Tender document & Bid Security (EMD) and Envelope3 online”) received by DVC after last date & time of Bid Submission / Uploading period will not be considered at all and DVC authorities will not take any responsibility to accept the same.

20.00 The names and designation along with e-mail address of two officers specially assigned for receiving (i) online pre-bid queries, (ii) hard copy (offline) of Envelope1, (iii) future correspondence and also (iv) the hard copies (offline) of the supporting documents as asked in the NIT, are mentioned below:

(i) **Shri Sarfaraj Seikh, Manager (C), C&M, Maithon, DVC** [sarfaraj.seikh@dvc.gov.in], Mob: 8249690273]

(ii) **Shri Amit Kumar, Manager (C), C&M, Maithon, DVC** [amit.kumar@dvc.gov.in], Mob: 8851442782]

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

21.00 Address for communication:

The Deputy General Manager (E), C&M,
Maithon, DVC,
P.O: Maithon,
Dist: Dhanbad,
PIN: 828207, Jharkhand

Deputy General Manager (E), C&M,
For & on behalf of Maithon,
Damodar Valley Corporation

SECTION – II : INSTRUCTION TO BIDDERS (ITB)

1.00 COST OF BIDDING:

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

2.00 CLARIFICATION ON BIDDING DOCUMENTS:

a) A prospective Bidder requiring any clarification to the bidding documents may notify the Employer only through e-mail/post to the two officers specially assigned for receiving Pre-bid queries as mentioned under Sl. No. 1.00 of IFB of NIT Schedule up to the last date for submission of Pre-bid queries. The Employer will respond either in the Pre-bid discussion or as Pre-bid replies through website to any request for clarification of the bidding documents. The Pre-bid conference will take place at the communication address as given in the IFB. It will be assumed that the information contained in the pre-bid replies will have been considered by the Bidder in its bid.

Further, any modifications of the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through an amendment to the bidding documents in the website <https://etenders.gov.in/eprocure/app> only.

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

b) The Bidder is advised to visit and examine the site where the facilities are to be 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 a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.

c) 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.

3.00 AMENDMENT TO BIDDING DOCUMENTS:

(a) 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 a clarification requested by a prospective Bidder, amend the bidding documents except QR after due approval of Tender Inviting Authority.

(b) The amendment will be notified only at <https://etenders.gov.in/eprocure/app> and will be binding on them. It will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

(c) 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 requesting/ downloading/ submission/ uploading of bids.

4.00 PREPARATION OF BIDS:

(a) **LANGUAGE OF BID:** 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.

(b) **DOCUMENTS COMPRISING THE BID:** **Three envelope bidding procedure** shall be followed as specified under INSTRUCTIONS FOR BIDDERS (IFB)

Note: While filling up tender bidders are requested to keep in mind the Pre-bid replies, amendments in NIT documents & in the excel files of Envelope-2 / Envelope-3, if any. Bidders are requested to fill up & upload only the latest amended excel files of Envelope-2/Envelope-3.

Bidders are also requested not to upload any documents / files other than as asked in the NIT & its amendments (if any).

Uploading of any documents / files by the Bidder, other than as asked in the NIT and its subsequent Amendments (if any), may lead to rejection of his Bid by the Employer.

5.00 MODIFICATION AND WITHDRAWAL OF BIDS:

The Bidder may modify or withdraw its bid (offline/online) after submission, provided that written notice of the modification or withdrawal is received by the owner prior to the deadline prescribed for bid submission. In no case cost of the bidding documents will be refunded. The bidder's modifications shall be prepared, sealed, marked and despatched as per original offer with super scribing the bid envelopes **“BID MODIFICATIONS-ORIGINAL” and “BID MODIFICATIONS – COPIES”**.

6.00 COMMERCIAL AND TECHNICAL DEVIATIONS:

Deviations specifically declared by the bidders in the respective Deviation Schedules as per Annexure-C of Envelope 2 and respective cost of withdrawal of such deviation as per Annexure-D of Envelope 3 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 as per Annexure-D of Envelope 3. 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.**

Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules shall not be given effect to in evaluation and it will be assumed that the bidder complies with all the conditions of Bidding Documents. In case bidder refuses to withdraw unconditionally within a specific time frame, without any cost to the owner, those deviations which the bidder did not state in the Deviation Schedule, the bid is liable for rejection.

7.00 The tenderers who are found to be indulging in changing /adding or deleting the contents of the downloaded tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.

8.00 Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents which are incomplete, or with changed contents, the offer will summarily be rejected.

9.00 Offer submitted by the tenderers through fax/telegrams/e-mail will not be considered valid.

10.00 A notarised Power of Attorney [Ref. Section IX.3 for format], indicating that the persons using the digital signature/ the persons signing the bid has/ have the authority to sign the bid and that the bid is binding upon the bidder during the full periods of validity.

11.00 BID OPENING & BID EVALUATION:

11.01 The Employer will open the hard copy of **Envelope-1** (as received) off line, in presence of bidders' representatives who choose to attend the opening on the time and at the communication address as stated in the IFB. In the event of the specified date for the opening of bids being declared a holiday for the Employer, 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 **Envelope-1** 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.

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

Bids not accompanied by the “Documents in support of Tender Cost”, “Integrity pact” & “Documents in support of EMD” in Relevant Envelopes as asked in the NIT, may be rejected and not be considered for further evaluation.

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 Tender Cost” & “Documents in support of EMD” “INTEGRITY PACT [SECTION: IX] (In case of Tenders above 50 Lakhs) in proper form as per Sl. No. 15.00 i.e., “IMPLEMENTATION OF INTEGRITY PACT” in Envelope-1 have been properly signed and are generally in order.

Note: All pages of Integrity Pact to be signed by the bidder’s “authorized signatory who signs the bids, and 01 (one) witness from bidder’s side shall also sign at designated space on the said Integrity Pact.

The IP should therefore be signed and stamped on all pages by bidders’ authorised signatory, who signs the bid documents in hard copy, as well as whose digital signature is used to sign online bids. The Integrity Pact should also bear the signature of one witness on behalf of bidder, at the designated space.”

11.02 The Employer will then open **Envelope 2 (contents as specified under IFB)**, online only for those Bidders whose Documents in Envelope 1 are generally in order.

Bidders are requested to go through the table provided under IFB regarding submission of documents and comply with the same. However, if any shortfall is found in documents asked for in Envelope 2 the Employer will notify to the Bidder to produce the same on any working day within **maximum 12 days** from the issuance of notification [duration may be even shorter].

After verification of the above supporting documents, the Employer will notify through website, the date & time for opening of the **Envelope 3 (Price Bid)** to those techno-commercial compliance Bidders only.

Note: Further scanned copies of all the required documents for meeting the qualifying criteria of the tender along with the bid documents shall have to be uploaded in Envelope-2 of e-tendering portal during submission of bid online for techno-commercial evaluation & compliance thereof. Tenders will be processed on the basis of scan copy of the documents submitted by the bidders. Hard copies of the QR related documents (original/ self-authenticated and attested by public notary) will be asked from the L1 bidder in support of the information and documents furnished by the said bidder on-line for validating and record.

Techno-commercial bid should not contain any price content entry. In case any price component is exposed in Envelope-2 then his bid will be rejected out rightly by DVC.

Techno-commercial bid should not contain any price content entry. In case any price component is exposed in Envelope-2 then his bid will be rejected out rightly by DVC.

12.00 Online Reverse Auction / Bidding

- (i) “Online Reverse Auction / Bidding” shall have the meaning described to in Section –IX (BFP) under BUSINESS RULES FOR ON LINE REVERSE AUCTION /BIDDING and Reverse Auction / Bidding shall be conducted online as per provisions of BUSINESS RULES FOR ON LINE REVERSE AUCTION / BIDDING given in Section –IX (BFP).
- (ii) **Reverse Auction / Bidding will be conducted as per the notification issued to Techno-Commercially Qualified & QR Compliant Bidders eliminating the H-1 bidder. However, if the techno-commercially qualified & QR compliant bidders are less than five then all the bidders will be allowed to participate in on-line Reverse e-Auction over internet for bidding. In case of more than one H-1 bidders emerging during Initial Price Bid evaluation, the H-1 Bidder with later bid submitted date and time as per CPPP, will get eliminated only.**
- (iii) The Initial Price Offers shall be evaluated to arrive at the lowest Initial Price Offer. After evaluation of the Initial Price Offers, DVC reserves the right to fix the “Opening Price” i.e., the base price/ start price for Reverse Auction / Bidding.

- (iv) **Final price offer (L1 basis) from the Techno-Commercially Qualified & QR Compliant Bidders eliminating the H-1 bidder will be obtained through Online Reverse Auction / Bidding procedure on <https://etenders.gov.in/eprocure/app>. However, if the techno-commercially qualified & QR compliant bidders are less than five then all the bidders will be allowed to participate in on-line Reverse e-Auction over the internet for bidding. In case of more than one H-1 bidder emerging during Initial Price Bid evaluation, the H-1 Bidder with later bid submitted date and time as per CPPP, will get eliminated only.**
- (v) DVC shall upload the “Opening Price” i.e. the base price/ start price for On Line Reverse Auction / Bidding and can be viewed by all the bidders at the start of the Reverse Auction / Bidding.
- (vi) During the Online Reverse Auction / Bidding the Qualified Bidders who are eligible for participating in the Reverse Auction / Bidding shall be permitted to place their Final Price Offers provided that the Bid Decrement shall be at least the minimum decrement amount of “Opening Price” i.e., the base price/ start price.
- (vii) The Qualified Bidder that submits the lowest Final Price Offer at the conclusion of Reverse Auction / Bidding process, i.e., the Closing Price, shall be termed as the “L1 Bidder”.
- (viii) If no bid is received in the Bidding system/website within the specified time duration of the online Reverse Auction / Bidding, then DVC may take decision for repeat Reverse Auction / Bidding on some other date and time or otherwise, at its sole discretion.

12.01 After successful Online Reverse Auction / Bidding among the Techno-Commercially Qualified & QR Compliant Bidders eliminating the H-1 bidder, Employer will issue Letter of Award (LOA)/ Work Order (WO) to the L1 Bidder. However, if the techno-commercially qualified & QR compliant bidders are less than five then all the bidders will be allowed to participate in on-line Reverse e-Auction over the internet for bidding. In case of more than one H-1 bidders emerging during Initial Price Bid evaluation, the H-1 Bidder with later bid submitted date and time as per CPPP, will get eliminated only.

Note:

- (i) During bid evaluation the Employer may, at their discretion, ask the Bidder for a clarification on their bid. The request for clarification and the response thereto shall be through e-mail only, and no change in the price or substance of the bid shall be sought, offered or permitted.
- (ii) Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder to perform the contract at any stage during the entire bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of the Employer.

12.02 Base Price / Starting Price for Reverse Auction shall be decided by Tender Committee after opening of initial Price Bid and then Reverse Auction will be done on “TOTAL EVALUATED PRICE” for all the items as defined in the price bid of the NIT.

“TOTAL EVALUATED PRICE” = Quoted Price + Cost of Withdrawal of deviations, if any

The “TOTAL EVALUATED PRICE” comprises the following components:

Total Evaluated Price	Basic Components
	Quoted Price & Cost of Withdrawal of deviations, if any

The successful **L-1** bidder, after conclusion of the Reverse e-auction will have to proportionately reduce the rates of Basic components only (for all items) and submit final price breakup as per format given at **FORM-D (Ref. Section IX)** as per applicability.

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

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

13.00 In case where the business firm happens to have been banned/suspended by `any establishment of DVC` / `Ministry of Power- Govt. of India` / `Department of Power & Non-conventional Energy Sources- Govt. of West Bengal` / `Department of Power & Non-conventional Energy Sources Govt. of Jharkhand and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorised agent/ distributor / dealer / affiliates shall not be considered for all establishments of DVC.

14.00 All suits arising out of the enquiry and subsequent Work Order if any, are subject to the jurisdiction in the City of Kolkata only.

15.00 INTEGRITY PACT (Ignore for Tenders below 50 Lakhs):

In order to ensure transparency, equity and competitiveness in its procurement and works, DVC has decided to adopt Integrity Pact. The Integrity Pact (IP) envisages an agreement between the prospective vendors/bidders and the buyer committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

The Integrity Pact shall be applicable for tenders having estimated value of Rs.50 Lakhs and above.

➤ *DVC shall be entering into an Integrity Pact with the bidders as per format enclosed (Annexure-Y) at Form no. 13 of Section-IX.*

➤ *The proforma has to be resubmitted by the bidder (along with the techno commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.*

➤ *Any bid not accompanied by Integrity Pact proforma duly signed by the bidders may be rejected straightway.*

➤ *All pages of IP to be signed by the bidder's "authorized signatory who signs the bids". In other words, entering into this pact would be preliminary qualification.*

Vendors/contractors are required to unconditionally accept the "Integrity pact" (executed in plain paper) as per format furnished by DVC.

Note: All pages of Integrity Pact to be signed by the bidder's "authorized signatory who signs the bids, and 01 (one) witness from bidder's side shall also sign at designated space on the said Integrity Pact. The authorized signatory of the bidder should be the one whose DSC is used to submit online bid, as well as who has been issued the Power of Attorney for instant tender. The IP should therefore be signed and stamped on all pages by bidders' authorised signatory, who signs the bid documents in hard copy, as well as whose digital signature is used to sign online bids. The Integrity Pact should also bear the signature of one witness on behalf of bidder, at the designated space."

16.0 Verification of documents: -

- (i) L1 Bidder/s (Based on the information/declaration furnished by them online) shall have to produce the documents (as required as per NIT) in original /self-authenticated and attested by Public Notary, in support of the information furnished by them on-line, for verification on any working day within 10 days in case of domestic tenders and 15 days in case of global tenders from the date of notification by DVC. All bidder(s) shall also submit an affidavit (original) in line with Annexure -I on a non-judicial stamp paper of Rs.10 regarding genuineness of the information furnished by him / them online and authenticity of the documents being produced by him / them, within the same time frame. No additional time will be allowed to the bidder for producing the required documents.
- (ii) In case any bidder(s) fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by the bidder(s) on-line is found to be false during verification of documents, which changes the eligibility status of the bidder then action will be taken as per **terms and conditions of NIT and the bidder**

shall be suspended for one year and shall not be eligible to bid for DVC tenders from date of issuance of suspension order.

Note: DVC shall not be responsible for any postal delay in receipt of cost of tender document, and Integrity Pact, if applicable. In case the cost of tender document and Integrity Pact, if applicable, are not received within the aforesaid period, the bid may not be opened or out rightly rejected.

SECTION – III : SCOPE OF WORK

MAIN SCOPE OF WORK

“Installation of 01 no. solar deep bore well at Jehar Than, Gogna under CSR, DVC, Maithon (JH).” with items as per BOQ and CPWD specifications with relevant IS codes.

SECTION – IV: BOQ FORMAT

PROCEDURE FOR BID SUBMISSION:

Bidding format:

- The rate shall remain firm throughout the contract period.
- Bid evaluation will be done on an overall L1 basis.
- Bidders shall have to quote their price in “percentage above” or “percentage below” or “at par” with DVC’s total estimated cost in their PRICE BID SCHEDULE (ANNEXURE-B in .xlsx format) only.
- In case of “percentage above” or “percentage below” the quoted percentage will be loaded on the individual estimated rates for each of the works. In case “at par” the rates of the bidder shall be considered to be equal to the estimated rates as mentioned in the BOQ format given below.

Estimate for the work”

Estimate for the work :- **Installation of 01 no. solar deep bore well at Jehar Than, Gogna under CSR, DVC, Maithon (JH).**

Sl.No	DSR& NS-2021	Description	Frequency	Quantity	Unit	Rate	Rate after applying GST multiplication factor 0.8768	Amount
1	18.N.1 02.1	Labour for boring through any type of soil for sinking tube well of required dia. with top enlargement by rig boring system (either by reserve circulation or by direct rotary method) including hire charges and labour for rig machine, tools and plants, staging, force pumping set and making arrangement for water required for boring etc. complete and lowering of pipes, strainers, blind pipes etc. complete. For depth upto 250 meter. for 100 mm dia. Tube well with top enlargement of 200 mm dia.(upto 50 meter).						
	18.N.1 02.1.1	First 50 meter	1	50.00	metre	₹ 1,075.35	₹ 942.87	₹ 47,143.34
	18.N.1 02.1.2	Next 50 meter	1	50.00	metre	₹ 936.40	₹ 821.04	₹ 41,051.78
	18.N.1 02.1.3	Next 50 meter	1	50.00	metre	₹ 1,118.85	₹ 981.01	₹ 49,050.38
	18.N.1 02.1.4	Rest 100 meter	1	10.00	metre	₹ 1,157.00	₹ 1,014.46	₹ 10,144.58
2	19A.N. 10.1	Providing, laying, fitting and fixing of PVC pipes (ORI plast Ltd or equivalent ISI approved) complete excluding trenching and refilling etc. as per direction of Engineer-in-Charge. 200 mm dia. outside dia.(Class-II,0.4Mpa)	1	30.00	metre	₹ 1,498.95	₹ 1,314.28	₹ 39,428.38

3	18.N.1 29	Geophysical investigation of the aquifer by electrologging system with all tools and plants as necessary including supply of necessary report.	1	1.00	each test	₹ 8,745.95	₹ 7,668.45	₹ 7,668.45
4	N.S. 2 (ii)	3 Core PVC insulated, PVC sheathed copper conductor flat submersible cable . Supplying , Flat flexible submersible cable with, copper conductor, PVC insulated, and PVC sheathed 2.5 sq mm .	1	75.00	metre	₹ 131.15	₹ 114.99	₹ 8,624.42
5		Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.						
	18.9.2	(i) 20 mm nominal outer dia Pipes	1	15.00	metre	₹ 275.25	₹ 241.34	₹ 3,620.09
	18.9.3	(ii) 25 mm nominal outer dia Pipes	1	15.00	metre	₹ 370.65	₹ 324.99	₹ 4,874.79
	18.9.5	(iii) 40 mm nominal outer dia Pipes	1	115.00	metre	₹ 559.20	₹ 490.31	₹ 56,385.25
6		Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :						
	18.17.1	(i)25 mm nominal bore	1	2.00	Each	₹ 532.35	₹ 466.76	₹ 933.53
	18.17.1 A	(ii) 20 mm nominal bore	1	2.00	Each	₹ 461.75	₹ 404.86	₹ 809.72
	18.17.3	(iii) 40 mm nominal bore	1	2.00	Each	₹ 707.30	₹ 620.16	₹ 1,240.32
7	18.49.1	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 : 15 mm nominal bore	1	4.00	Each	₹ 434.20	₹ 380.71	₹ 1,522.83
8		Providing and fixing G.I. Union in G.I. pipe including cutting and threading the pipe and making long screws etc. complete (New work) :						
	18.46.2	(i) 20 mm nominal bore	1	2.00	Each	₹ 289.05	₹ 253.44	₹ 506.88
	18.46.3	(ii) 25 mm nominal bore	1	2.00	Each	₹ 369.35	₹ 323.85	₹ 647.69
	18.46.5	(iii) 40 mm nominal bore	1	5.00	Each	₹ 523.20	₹ 458.74	₹ 2,293.71
9	18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	1	2000.0 0	per litre	₹ 9.70	₹ 8.50	₹ 17,009.92
10	10.2	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	1	2100.0 0	Kg.	₹ 78.20	₹ 68.57	₹ 1,43,988.10
11	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as	1	5.00	Cum	₹ 205.45	₹ 180.14	₹ 900.69

		directed by Engineer-in-charge.All kinds of soil						
12	11.N.1.2.1	One brick flat soling including ramming and dressing bed to proper level and filling joints with powdered earth or sand. Grouted with sand Class designation 5 brick	1	28.00	Sqm	₹ 413.05	₹ 362.16	₹ 10,140.54
13	4.1.3	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work up to plinth level: 1:2:4 (1 cement : 2 coarse sand (Zone-III) : 4 graded stone aggregate 20 mm nominal size).	1	7.00	Cum	₹ 7,365.15	₹ 6,457.76	₹ 45,204.34
14	19.33	Constructing soak pit 1.20x1.20x1.20m filled with brickbats including S.W. drain pipe 100 mm diameter and 1.20 m long complete as per standard design.	1	1.00	Each	₹ 2,940.20	₹ 2,577.97	₹ 2,577.97
15	6.N.1.2	Brickwork with bricks of class designation 5 in foundation and plinth in Cement mortar 1:6 (1 Cement : 6 Coarse sand)	1	1.50	Cum	₹ 6,321.15	₹ 5,542.38	₹ 8,313.58
16	13.7.2	12 mm cement plaster finished with a floating coat of neat cement of mix : 1:4 (1 cement : 4 fine sand).	1	20.00	Sqm	₹ 361.30	₹ 316.79	₹ 6,335.76
17	13.61.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work	1	50.00	Sqm	₹ 131.45	₹ 115.26	₹ 5,762.77
18	5.9.1	Centering and shuttering including strutting, propping etc. and removal of form for :	1	44.00	Sqm	₹ 307.95	₹ 270.01	₹ 11,880.46
19	LPP vide No.DVC /Contract /BTPS/C IVIL/C& M/Works & Service/0 0206 dated 11/06/20 22	Supplying of 2HP DC solar motor pumps with 325Wp x 6nos. - 1950 Wp solar modules and controller with complete set as per ISI approved . (Make- Kirloskar/Lubi/CRI pumps)	1	1.00	each	₹ 1,53,638.61		₹ 1,53,638.61
20	LPP vide No.DVC /Contract /BTPS/C IVIL/C& M/Works & Service/0 0206 dated 11/06/20 22	Marble sign board as per direction of E.I.C	1	1.00	Each	₹ 1,998.70		₹ 1,998.70
							Total Rs.:-	₹ 6,83,697.58
							Say Rs.	₹ 6,83,698.00

(Rupees Six Lakh Eighty-Three Thousand Six Hundred Ninety-Eight) only.

(Excluding GST which shall be payable extra)

SECTION – V: QUALIFYING REQUIREMENTS

A. TECHNICAL CREDENTIALS

1. The bidder should have experience of having completed similar work during last 7 (seven) years ending last day of month previous to the one in which offers are invited and shall be either of the following: -
 - a. Three similar completed works each costing not less than the amount equal to Rs. 2,73,479.00 (Rupees Two Lakh Seventy-Three Thousand Four Hundred and Seventy-Nine) only.
OR
 - b. Two similar completed works each costing not less than the amount equal to Rs. 3,41,849.00 (Rupees Three Lakh Forty-One Thousand Eight Hundred and Forty-Nine) only.
OR
 - c. One similar completed work costing not less than the amount equal to Rs. 5,46,958.00 (Rupees Five Lakh Forty-Six Thousand Nine Hundred and Fifty-Eight) only.
- d. Note - In support of the above, bidders will have to submit / produce executed copy / copies of Work Order / LOI / LOA / AMC / ARC etc. together with successful work execution / completion certificate issued by the employer or documents like payment made or any other instruments etc. in respect of furnished orders which can show the successful execution of the said order. The bidder should ensure that the order no. & date should appear in all the above documents as submitted by them, which will be considered for the purpose of experience / credential.
- * Completed Works means: The bidder should have achieved the criterion as specified in the Technical Credentials mentioned above at Sl. No. (A) (1), even if the contract is not closed, i.e. The value of the executed portion of work as on last date of the month preceding the month of publication of NIT will also be considered as completed portion of the contract provided the same is certified or confirmed as indicated above.
- * Similar Works means: Execution of any Civil Works in DVC/Govt. organisation/Semi- Govt. organisation/ PSU/Reputed Private Organisation having legal entity.

B. FINANCIAL CREDENTIALS

- a. Average Annual Turnover -
During the last 3 (Three) financial years ending on 31/03/2022 i.e., for F.Y. 2019-20, 2020-21 and 2021-22 Average Annual Turnover should not be less than Rs. 2,05,109.00 (Rupees Two Lakh Five Thousand One Hundred and Nine) only.

Note - (a) Other income shall not be considered for arriving at annual turnover. (b) Bidders should submit an Audited Annual Accounts report including a Balance Sheet and Profit & Loss account for the above period.

(c) In case where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant (with UDIN no.) shall be considered acceptable.

SECTION – VI: COMMERCIAL TERMS AND CONDITIONS

The following terms and conditions are to be strictly complied failing which offer may not be considered –

(1) **PRICE BASIS:** Rates / Price shall remain Firm throughout the contract period. The rate shall be exclusive of GST. GST as applicable shall be paid extra as per GOI rules on production of documentary evidence.

(2) **PERIOD OF VALIDITY OF BID:**

(i) Bids shall remain valid for a period of 180 days from the closing date prescribed by the Employer for the receipt of bids. A bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.

(ii) 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.

(3) **COMPLETION PERIOD:** The contract shall remain firm for a period of **180 days** from the date of actual commencement of work.

(4) **PAYMENT TERMS:**

90% payment on the executed work shall be made against RA bills after satisfactory completion of work, duly certified by the DVC Engineer-in-charge, and on submission of bills in triplicate, duly pre received, and upon prior compliance of Security Deposit Clause and execution of the Agreement in DVC format (if applicable) and remaining 10% will be paid after completion of contract.

(5) **IMPORTANT TERMS & CONDITIONS:**

(a) Invoice to be raised separately with different rates of GST.

(b) Please submit Tax Invoice on supply of material/ service with prerequisites statutory information within stipulated time as mentioned in the relevant provisions of the Central Goods and Services Tax Act 2017 and allied acts and rules made thereunder. In case the invoice is issued beyond the stipulated time as per GST act, then DVC will not be liable to reimburse any such taxes & duties paid under the GST Act. Further, the supplier of Goods/ Services indemnifies DVC from and against any loss / extra cost incurred by the company on account of default by the supplier or any of its third party in any statutory compliance of the GST Act.

(6) **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, in the prescribed form by the specified date as mentioned in the Tender.

Performance Security will be 5% of the value of the contract. In addition to Performance Security, another 5% of each running bill is to be withheld as Security Deposit/Retention money until final acceptance of the completed works. The contractor may replace the retention amount with an unconditional BG.

In the case of a JV, wherever applicable, 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 (including e- Bank Guarantee) issued/ confirmed from any of the commercial bank in India, **the Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank 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.

The Performance Security should have validity initially for covering the entire contract period (180 days/06 months) plus Guarantee Period (365 days/12 months), as applicable plus 60 days/ 02 months.

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 retender and in this retender such defaulting Bidder will not be allowed to participate.

Modalities for verification of BG/BG Ext. Advice followed by DVC through SFMS

1. The BG/ BG Ext. Advice shall be issued on appropriate non-judicial stamp paper and submitted by the Vendor, to C&M Section/Commercial Section/BG Accepting Authority of DVC as the case may be in Original. The said BG/BG Ext. shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank.
2. C&M Section/Commercial Section/BG Accepting Authority of DVC as the case may be, will request confirmation regarding genuineness of the received BG/ BG Ext. Advice from its Advising Bank ((**BANK OF INDIA MAITHON BRANCH, ACCOUNT NO. 477721110000001, IFSC CODE BKID0004777**)). The BG/BG Ext. Advice shall be operational only on confirmation of receipt of SFMS from the Advising bank.
3. Scanned copy of the received BG/ BG Ext Advice shall be sent to the respective Advising bank through registered e-mail id of C&M Section/Commercial Section/BG Accepting Authority of DVC as the case may be, seeking confirmation of receipt of SFMS. Respective advising Bank will confirm the receipt of SFMS regarding its genuineness by returning e-mail.
4. BG/ BG Ext. Advice will be accepted only on receipt of SFMS confirmation e-mail from the respective Advising banks.

(7) LD CLAUSE AND RISK PURCHASE CLAUSE

DVC reserves the right to recover a sum equivalent to 0.5% of the delayed work for each week of delay or part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage due to delay in completion of work attributable to the contractor.

- (i) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra costs incurred by the Purchaser in procuring the material by the above procedure.
- (ii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.
- (iii) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

(8) AGREEMENT:

An agreement in DVC's prescribed format shall be executed by the contractor on a non-judicial stamp paper worth Rs. 100.00 (Rupees One Hundred) only.

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 and authorised signatory of Supplier/Contractor/ Service Provider/Consultant.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order in case of OTE. Such acknowledgements may not be required in low value contract, below Rupees Two and a Half Lakh or when the bidders offer has been accepted in entirety, without any modifications. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order in case of OTE and 45 days from the date of issue of LOA/PO/Work Order, due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

(9) 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.

(10) CONTROLLING OFFICER: Sr. Manager (C), Circle-II, DVC, Maithon shall be the controlling officer of the contract.

(11) Guarantee: The executed work shall be covered by a guarantee against any defect caused due to bad workmanship for a period of **12 months/ 365 days** from the date of successful completion of the work. If any defect arises within the period of guarantee, the same shall be rectified by the contractor free of cost immediately.

(12) Details of quoting rates / prices: - Bidders are required to quote the price as per Price-Bid Schedule (Annexure - B) (separate excel sheet) only.

Note –

- (a) The bidder shall also indicate the additional price, if any, for withdrawal of the Deviations in the specified place of Price-Bid schedule (COST OF WITHDRAWAL OF DEVIATIONS: ANNEXURE - D).
- (b) The rates / prices quoted by the bidders shall be inclusive of all statutory charges but exclusive of GST. GST as applicable shall be paid against submission of GST registration certificate.
- (c) **Bid Evaluation Procedure:** - Bids shall be evaluated on an overall lowest basis and order will be awarded to the L1 bidder.

(13) Techno - Commercial Schedule - The bidder will have to accept the Commercial and General Terms & Conditions of the NIT in the 'Techno - commercial schedule' (ANNEXURE - A) except those which they spelt out in 'Techno - commercial deviation schedule' (ANNEXURE - C) (Separate PDF form only) and upload the same.

(14) Price - Bid Schedule - The Price bid schedule will be downloaded by the bidder, and he will quote the as per instruction of NIT. Thereafter, the bidder will upload the same during bid submission. The Price Bid which is incomplete and / or not submitted as per instruction given above will be rejected out rightly.

If quoted prices are disclosed anywhere in the uploaded documents other than the forms meant for price bid only, the offer will be rejected.

(15) Submission of documents for compliance of Qualifying Requirement –

- (i) The bidder shall have to upload the following documents along with QR related documents (Original / Self – authenticated and attested by Public Notary) in DVC's e – tender portal during submission of bid on – line for techno – commercial evaluation & compliance thereof.
- (ii) Valid EPF and ESI registration Certificate.
- (iii) GST registration certificate.
- (iv) Status of organization (i.e., Company Registration Certificate/ Memorandum and Article of Association/ Partnership Deed / sole-proprietorship as the case may be) with documentary evidence.
- (v) Certificate of No Relation in DVC (In original by the signatory of the bid).

The bidder has to produce the above documents (Original/Self authenticated and attested by Public Notary) for verification by DVC authority within stipulated time frame from the date of intimation.

(16) **Checklist of Documents to be uploaded:** Apart from the documents related to Qualifying Requirements, the bidder have to upload the following formats and Statutory documents:

- i. Letter of Bid
- ii. Affidavit of Genuineness (Provided with NIT)
- iii. Affidavit of Power of Attorney (Provided with NIT)
- iv. No Relationship Certificate (Provided with NIT)
- v. Bank Details for refund of EMD
- vi. EPF Certificate.
- vii. ESI Certificate.
- viii. GST Certificate.
- ix. PAN Card.
- x. Status of Firm (Deed, Affidavits, Article of Association etc.)

(17) **TERMINATION OF CONTRACT:** It will be guided as per relevant clause of GCC available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/.

(18) **SETTLEMENT OF DISPUTES & ARBITRATION:** Relevant clause of DVC's General Conditions of Contract – 2016 (GCC) (Section-VIII) shall be applicable.

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

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

Helpline Contact Details:

User Role	Employee Name	Employee Email ID	Contact No.
IT Officer	Shri Nilambor Roy	nilambor.roy@dvc.gov.in	8637821207
Nodal Officer	Shri Parshuram Jha	Parshuram.jha@dvc.gov.in	9798717400

(20) **SUB-LETTING & ASSIGNMENT:** The contractor shall not sub-let or assign any part of the Contract to any other agency. If, contractor sub – let or assign any part of the Contract to any other agency the Owner shall have the right to cancel the order and to purchase the services from elsewhere and the contractor shall be liable to the Owner for any loss or damage which the Owner may sustain in consequence or arising out of such contract and the Contractor shall indemnify such loss or damage to the Owner.

(21) **FORCE MAJEURE:** As Per the Clause 16 of the General Conditions of the Contract.

(22) **ADDITIONAL JOB SPECIFICATIONS AND CONDITIONS:**

1. Statutory minimum wages to all labor shall be paid by the contractor as per latest Govt. notifications.
2. Necessary tools & tackles (not mechanized) required for normal loading, unloading, housekeeping of the godown will be arranged by the contractor at his own cost.
3. No labour of minor age group shall be employed in the work.
4. Labor license Certificate, if required will have to be obtained from the competent authority by the contractor & have to submit the valid Labour License Certificate to DVC.
5. If any person employed by the contractor on any work, who is found to be incompetent or acts in an improper manner to the Station Chief Engineer/ his authorized representative the matter will be brought to the notice of the contractor for taking action against the concerned person. DVC shall have the discretion not to allow the above person for this work.
6. The contractor shall effectually protect the material during loading & unloading, handling other material (related to work) from action of weather and from injury or defacement and shall cover finished parts as and where required, for their thorough protection. Adequate care shall be taken by the contractor at the work site, so that no equipment is damaged during execution of the contract.

7. The contractor shall give all necessary personal supervision of the work and shall employ a supervisor and fully authorized the representative to manage and direct the work.
8. The contractor shall be responsible for any accident that may occur during execution of the work and also for injury to person/ persons or damage to the property of any description what-so-ever caused during the execution of the work. In such event, the contractor shall be responsible and shall pay proper compensation for the same as per Workmen's Compensation Act. The contractor shall keep the purchaser/owner safe and harmless and indemnified against the claims and expenses for any such damage or injury to any property or person. The contractor shall make adequate insurance policy at their own cost so that the workmen employed by them are sufficiently covered against risk of any accident.
9. During execution as well as, after expiry of the contract period the contractor shall ensure that none of their employees/workers including himself shall claim employment in DVC. The Workmen Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time, shall be followed by the contractor.
10. EPF & ESI should be complied. Payment will be released only after clearance of the same by Personnel Deptt.
11. DVC reserves the right to terminate the contract within 30 days' notice without assigning any reason.
12. In case of refusal by the contractor regarding any job then DVC shall get the job done by other firm with risk and cost of the contractor.

(23) OTHER TERMS AND CONDITIONS:

(A) Maintaining Hindrance Register:

- (a) Hindrance register is to be opened and maintained properly by the Engineer - In- Charge of the DVC Site (not below the Rank of Superintendent Engineer) for the contract from the date of start of the site activities by the contractor and will be available at site all the time during execution of the work.
- (b) Hindrance encountered in a week during execution of works have to be noted in the hindrance register in the next weekly site coordination meeting by concerned Engineer-In-Charge of DVC site for the contract in presence of Site -in- charge of the contractor and both will sign in the hindrance register with/without occurrence of such hindrance in that meeting.
- (c) In the weekly site coordination meeting with the site in charge of the contractor Engineer in charge of the DVC Site for that contract shall review the progress of works and in case of any hindrance rescheduling of the pending works to be worked out by both of them as far as practicable to minimize the overall delay.
- (d) In Case the execution of works is not completed within the original time schedule as mentioned in the contract, then on receipt of request from contractor and recommendation of the HOP, DVC Site on such request, the extension of time shall be accorded on provisional basis (without prejudice to the right of DVC in levying LD and other rights as per terms of contract) by the appropriate authority of DVC without referring to the hindrance register.
- (e) Record of hindrance in the hindrance register will help to take decision while granting of Final Extension of Time (FEOT) and delay analysis by the appropriate authority of DVC. The decision taken by the appropriate authority of DVC with regards to the FEOT and Delay analysis will be final and binding on the contractor.

Hindrance Encountered during execution of works may be due to the following reasons:

- (i) Non-Availability of Plant & Equipment.
- (ii) Non-Availability of Civil & Structural Materials.
- (iii) Non-Availability of Manpower.
- (iv) Non-Availability of DVC's Input.
- (vi) Force Majeure (Such as acts of God, natural calamities, civil Wars, fire, strike, frost, floods, riot and acts of unsurpassed power, etc.)
- (vii) Unforeseen Condition (election date, death of Personnel, local disturbances etc.)

The proforma for Weekly Hindrance Register is given in FORM NO. IX-16

(viii) .

(B) Specification of work: The specification of the work will be as per CPWD and relevant IS codes. Estimate are based on DSR- 2021.

(C) SAFETY CLAUSE:

- (i) **Safety Aspects:** The contractor shall strictly adhere to Safety Clause for Construction Activities (Section - VII) enclosed. The contractor shall also comply with all directions given by the Engineer In-charge or Head of DVC Project Safety Dept. or their nominated representative with specific regard to Safety and Health of the workers.
- (ii) **Site Works (Clause No. 32 Of GCC, DVC):** As per Clause No.32 of GCC DVC enclosed with NIT and also available in <http://www.dvc.gov.in / GCC- 2016.pdf>
- (iii) **Accident:** In case of any accident of your workman, the contractor have to arrange necessary prima facie requirement immediately after the incident. DVC shall no way be responsible to compensate your workman, be it on duty or not. No benefit in any form is admissible in such case.

(D) Vulnerability clause: The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i.) Seismic zone (II to V) for earthquakes.
- ii.) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s).
- iii.) Area liable to floods and Probable max. surge height.
- iv.) Thunderstorms history.
- v.) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region.
- vi.) Landslides incidences with Annual rainfall normal
- vii.) District wise Probable Max. Precipitation.

- (E) Performance Evaluation Criteria:** Performance of the bidder will be guided by the attached Annexure - P.
- (F) Field Quality Plan:** Bidders are requested to go through the Field Quality Plan (ANNEURE – F) to know about the type of quality control needed for the work.
- (G) Statutory Payments:** The contractor will be sole responsible for all statutory payments including royalty against the materials to be used in the work.
- (H) Callan & MTC:** The contractor will submit copies of GST challans and MTC of the materials like cement, steel etc. during execution of work (If Applicable).
- (I) Testing of materials** - The contractor will have to make arrangements and bear cost of testing of construction materials as required by DVC in line with relevant IS codes and CPWD specifications. Tests will be carried out in DVC laboratory, Govt. Technical Institutes or Labs approved by DVC. No payment will be made by DVC on this account.
- (J) Location of work** -The working area will be confined to the mentioned location(s) in the NIT. However, the same may be extended to other locations within the area of said division to meet the emergent requirement of DVC with same terms and conditions.
- (K) Engagement of Technical staffs:** The contractor will have to deploy engineers, surveyor, technical supervisor etc. required for the work. No payment will be made by DVC on this account.
- (L) Methodology of Demolition of Structures** - Detailed plan including safety parameters need to be submitted before start of demolishing work.
- (M) Deviation:** Any deviation towards rates of new items will be guided by base rate of DSR- 2021/Approved non-schedule items rates of DVC- 2021.
- (N) Forfeiture of SDBG:** In case of cancellation / short closure / termination of contract on account of contractor's default, SDBG will be forfeited, and Risk Purchase clause will be applicable as per terms of contract.
- (O) Variation in Quantities:** Quantities mentioned in the BOQ is approximate which may increase / decrease during course of execution of work to complete the required facility. However, payment will be made as per actual measurement at the site only with rate as per contract agreement.
- (P) Mode of Payment to the Contractual Workers:** The payment to the contractual workers engaged in the work has to be made by the contractor through Bank.
- (Q) Compliance of all Laws, Rules etc.:** It is obligatory on the part of the contractor for strict compliance in respect of provisions of all Laws, Rules, Orders and Regulations and Notifications whether central or State or local as applicable to him or to the agreement from time to time.
- (R)** The contractor shall at its own cost comply with the provision of all laws, rules, orders, regulations and notifications whether Central or State or local as applicable to him or to the contractor from time to time. These Acts/Rules include, without limitations of the following: -

- a) The Minimum Wages Act, 1948 & Rules,
- b) The Contract Labour (Regulation & Abolition) Act, 1970,
- c) The Industrial Dispute Act, 1947,
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Gratuity Act, 1972,
- f) The Payment of Wages Act, 1936
- g) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952,
- h) The Factory Act, 1948.
- i) The Employees State Insurance Act, 1948.

SECTION – VII: SAFETY CLAUSES

Bidder will have to comply all the safety Aspects as mentioned below: -

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

	<p>authorities and Statutory authorities, conduct of enquiries, and implementation of corrective measures.</p> <p>f) The Contractor shall notify the names of Competent Persons, responsible for inspection of following equipments and facilities:</p> <ol 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 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,</p>

	<p>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	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.
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	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.
3.4	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.
3.5	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 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.
3.6	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.
3.7	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.
3.8	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.
3.9	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.
3.10	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.
3.11	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 In-charge 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.
3.12	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.
3.13	Only double insulated wire/ cable of power tools shall be used at the construction place.
3.14	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.
3.15	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.
3.16	In no case, single wires shall be used in the construction area.
4.0	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.
4.1	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.
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> <ol style="list-style-type: none"> prove that the Engineer In-charge that the appliance is in good working condition; Inform the Engineer In-charge 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.
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 In-Charge and Head of DVC Safety Deptt. Or, by the person authorized by them.
6.1	The contractor, employing more than 150 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 equipments 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 150 workers are employed, the Contractor shall additionally appoint on his roll, one safety officer for each 200 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	The DVC officers shall conduct the Safety Inspections/ Audit on their own, or through 3rd Party also and the Contractor shall provide full co-operation/

	<p>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 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</p>

<p>8.3</p>	<p>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> <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 data-bbox="311 459 829 537">a Fatal injury or accident causing death</td><td data-bbox="877 459 1380 571">Deduction @ 10% of contract value or Rs. 5,00,000/- for Injury to each person, whichever is less.</td></tr> <tr> <td data-bbox="311 593 829 750">b Major injuries or accident causing 25% or more permanent disablement to workmen or employees</td><td data-bbox="877 593 1380 705">Deduction @ 2.5% of the contract value or Rs.1,00,000/- per person whichever is less</td></tr> </table>	a Fatal injury or accident causing death	Deduction @ 10% of contract value or Rs. 5,00,000/- for Injury to each person, whichever is less.	b Major injuries or accident causing 25% or more permanent disablement to workmen or employees	Deduction @ 2.5% of the contract value or Rs.1,00,000/- per person whichever is less
a Fatal injury or accident causing death	Deduction @ 10% of contract value or Rs. 5,00,000/- for Injury to each person, whichever is less.				
b Major injuries or accident causing 25% or more permanent disablement to workmen or employees	Deduction @ 2.5% of the contract value or Rs.1,00,000/- per person whichever is less				
<p>8.4</p>	<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 @ 20% of Contract value or Rs 10,00,000/- (Whichever is less) per person, and for each non-fatal injury it shall be @ 5% of Contract value or Rs 2,00,000/- (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>				
<p>9.0</p>	<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. 500/- per person per day for his lack of supervision and allowing hazards at the work place, and shall inform the Contractor accordingly.</p>				
<p>10.0</p>	<p>Job Safety Analysis is to be carried out before start of any work</p>				

SECTION – VIII: GENERAL CONDITIONS OF CONTRACT

All Tenderers would be bound by the terms and conditions as detailed in the tender specification by DVC and General Conditions of Contract-2016 (GCC) available at http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/. Bidders are requested to go through GCC (General Conditions of Contract) of DVC available along with the NIT before submission of offers. Terms and conditions which are not specifically mentioned in the NIT and Tender Documents shall be covered by the General Conditions of Contract.

SECTION – IX: BID FORMS & PROCEDURES (BFP)

FORM NO. IX-1:

LETTER OF BID

To

The Chief Engineer,
C&M, DVC, Maithon.
Jharkhand-282207.

Sub:

Ref: 1. NIT No:

2. Quotation No. with date: ‘.....’

Dear Sirs,

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

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

OR

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

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

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

Yours faithfully,

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

[STRIKE OUT THE PORTION WHICH IS NOT APPLICABLE]

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

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

PROFORMA OF AFFIDAVIT TO BE SUBMITTED BY THE BIDDER

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

Non Judicial Stamp Paper (minimum value of Rs. 10.00).

A F F I D A V I T

I/We, -----, authorized representative of M/s. -----
----- solemnly declare that :

1. I/We am/are submitting Tender for supply / works / services of -----
----- against NIT No.--
----- dated -----, vide Bid ID. -----

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

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

OR

I/We and/or our affiliates have been banned/suspended by DVC / Ministry of Power / Govt. of India / Department of Power & Non-conventional Energy Sources, Govt. of West Bengal / Govt. of West Bengal / Department of Energy, Govt. of Jharkhand / Govt. of Jharkhand 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 (as applicable) and banning / delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.

Signature of the Tenderer

Dated:

Signature and Seal of Notary

PROFORMA FOR NOTARIZED POWER OF ATTORNEY

(To be uploaded by the Digital Signature Certificate Holder)

ON NON JUDICIAL STAMP PAPER

TO WHOM IT MAY CONCERN

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

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

Thanking you

Yours faithfully

.....
<Signature of the Attesting Authority of the Company>

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

Attested by <Name of Attesting Authority>

.....
.....

Stamp

Notarized by

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

Stamp

FORM NO. IX-4
PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

To

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

BG No. :
Date:

Dear Sir.

In accordance with your Notice Inviting Tender for
.....under your specification
No.....dated.....M/s.(Name& full address of the firm) (Hereinafter
called the Tenderer) hereby submit the Bank Guarantee:

Whereas to participate in the said tender for the following:

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

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

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

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

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

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

three months after the aforesaid date i.e. on or before the all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WITNESS (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.

FORM NO. IX-5**BANK GUARANTEE VERIFICATION CHECK LIST & INSTRUCTION FOR FURNISHING BANK GUARANTEE****(A) BANK GUARANTEE VERIFICATION CHECKLIST:**

SL. NO.	CHECK LIST	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).		

(B) INSTRUCTION FOR FURNISHING BANK GUARANTEE:

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

PROFORMA FOR NO RELATION CERTIFICATE

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

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

Signature of the Contractor

FORM FOR ACCEPTANCE OF ON LINE REVERSE AUCTION / BIDDING

(To be submitted on Bidder's Letter Head)

We, _____(Supplier Name) _____ having
registered office at, _____(address)
agree to have understood the On Line Reverse Auction / Bidding Process and the Business Rules and instructions
for Reverse Auction / Bidding given in the NIT documents.

We agree to participate in the On Line Reverse Auction / Bidding and abide by the rules.

Name & Designation:

E-mail ID :

Contact Phone Nos:

Address:

(Signature & Seal)

Place:

Date:

FORM NO. IX-8**FORMAT FOR BASIC INFORMATION ABOUT THE VENDOR**

RFQ Number: _____

Date: _____

Instructions to fill up the Basic Information:

- (i) Please use this worksheet to specify basic financial/ IR/ Contact information; an authorized person should sign the document at relevant section.
- (ii) Past Industrial Relations track record, please mention if there was closure/ cessation of work at any of your plant(s) in the last 5 years.
- (i) Use this form as Proforma/ Format. Use additional sheets to provide relevant information.
- (ii) Provide all the certified relevant documents w.r.t claims made in this Form.

1.	Company's Name						
2.	Ownership Details						
3.	Manufacturer/ Distributor/ Dealer						
4.	Mention, if PSU/ Joint venture with PSU/ SSI						
5.	In case of PSU – Central PSU or state Govt. PSU						
6.	In case of a Joint Venture, details of % wise equity holding						
7.	SSI Unit details, if applicable						
8.	ISO Status						
9.	Whether product is ISI Marked or as per ISI						
10.	Contact Person & Designation						
11.	Phone No./ Mobile No.						
12.	Fax No.						
13.	E-mail						
14.	Financial details of Turnover & profit for last the 3 years						
15.	Major Manufacturing Capabilities						
	Sr. No.	Name & Address	Installed Capacities	Capacity Utilized	Present lever order booking		
					FY1	FY2	FY3
16.	The year of inception of the company / business						
17.	Stocking points						

Name & Address of your bank, Bank Account No, Type of Account, Branch Code, Name of the branch:

Income Tax Permanent Account No (PAN) & Place of Issue:

I hereby certify that all information provided above is correct to the best of my knowledge.

(Signature, name & seal of the authorized person)

FORM NO. IX-9

**INFORMATION REGARDING DETAILS OF BANKER & OTHER PARTICULARS FOR MAKING
PAYMENT THROUGH RTGS/NEFT/CBS**

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

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

Date:

(Authorised Signatory)

Place:

(Printed Name)

(Designation)

(Name)

Address.....

(Company Seal)

Bank Certification:

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

Date:

(Authorised Signatory)

Place:

(Name) (Designation)

(Authorisation No.)

(Bank Seal)

FORM NO. IX-10**LIST OF COMMERCIAL BANKS AS PER RBI (Source RBI Website dt. 08-06-2012)**

1.	Abu Dhabi Commercial Bank Ltd.	44.	Lord Krishna Bank Ltd.
2.	American Express Bank Ltd.	45.	Mashreqbankpsc
3.	Arab Bangladesh Bank Limited	46.	Mizuho Corporate Bank Ltd.
4.	Allahabad Bank	47.	Oman International Bank S A O G
5.	Andhra Bank	48.	Oriental Bank of Commerce
6.	Antwerp Diamond Bank N.V.	49.	Punjab & Sind Bank
7.	Axis Bank Ltd.	50.	Punjab National Bank
8.	Bank International Indonesia	51.	Societe Generale
9.	Bank of America N.A.	52.	Sonali Bank
10.	Bank of Bahrain & Kuwait BSC	53.	Standard Chartered Bank
11.	Barclays Bank Plc	54.	State Bank of Mauritius Ltd.
12.	BNP PARIBAS	55.	SBI Commercial and International Bank Ltd.
13.	Bank of Ceylon	56.	State Bank of Bikaner and Jaipur
14.	Bharat Overseas Bank Ltd.	57.	State Bank of Hyderabad
15.	Bank of Baroda	58.	State Bank of India
16.	Bank of India	59.	State Bank of Indore
17.	Bank of Maharashtra	60.	State Bank of Mysore
18.	Canara Bank	61.	State Bank of Patiala
19.	Central Bank of India	62.	State Bank of Saurashtra
20.	Calyon Bank	63.	State Bank of Travancore
21.	Citibank N.A.	64.	Syndicate Bank
22.	Cho Hung Bank	65.	The Bank of Nova Scotia
23.	Chinatrust Commercial Bank Ltd.	66.	The Bank of Tokyo-Mitsubishi, Ltd.
24.	Centurion Bank of Punjab Limited	67.	The Development Bank of Singapore Ltd. (DBS Bank Ltd.)
25.	City Union Bank Ltd.	68.	The Hongkong & Shanghai Banking Corporation Ltd.
26.	Coastal Local Area Bank Ltd.	69.	Tamilnad Mercantile Bank Ltd.
27.	Corporation Bank	70.	The Bank of Rajasthan Limited
28.	Catholic Syrian Bank Ltd.	71.	The Dhanalakshmi Bank Limited.
29.	Deutsche Bank AG	72.	The Federal Bank Ltd.
30.	Development Credit Bank Ltd.	73.	The HDFC Bank Ltd.
31.	Dena Bank	74.	The Jammu & Kashmir Bank Ltd.
32.	IndusInd Bank Limited	75.	The Nainital Bank Ltd.
33.	ICICI Bank	76.	The Sangli Bank Ltd.
34.	IDBI Bank Limited	77.	The South Indian Bank Ltd.
35.	Indian Bank	78.	The Ratnakar Bank Ltd.
36.	Indian Overseas Bank	79.	The Royal Bank of Scotland N.V.
37.	Industrial Development Bank of India	80.	The Lakshmi Vilas Bank Ltd
38.	ING Vysya Bank	81.	UCO Bank
39.	J P Morgan Chase Bank, National Association	82.	Union Bank of India
40.	Krung Thai Bank Public Company Limited	83.	United Bank Of India
41.	Kotak Mahindra Bank Limited	84.	Vijaya Bank
42.	Karnataka Bank	85.	Yes Bank
43.	Karur Vysya Bank Limited.		

BUSINESS RULES FOR ON LINE REVERSE AUCTION / BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Schedule for On Line Reverse Auction / Bidding:

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

Start Time: 03:00 pm

End Time: 04:00 pm

3. Bidding Extension Time:

- (a) If a valid bid is placed **within 05 minutes of End Time of the Reverse Auction**, then Reverse Auction duration shall get automatically **extended for another 05 minutes from the existing end time**.
- (b) It may be noted that the auto-extension will take place only if a valid bid comes in those elapse time (say last 05 minutes).
- (c) The above process will continue till no bid is received in last 05 minutes which shall mark the completion of Reverse e-Auction.
- (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.

4. Post Bidding Procedure:

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

5. Procedure of Reverse e-Auction:

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

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

- 6. Terms and Conditions for Reverse e-Auction:** Against this Tender enquiry for the subject package with detailed scope of Services as per bidding document, DVC shall resort to "ON LINE REVERSE e-AUCTION PROCEDURE". The philosophy followed for Reverse e-Auction shall be English Reverse (No ties).
- 1) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.
 - 2) After completion of the Reverse e-Auction event, based on the final price quoted by the bidders in INR, successful bidder shall submit Price Schedule-Excel Sheet uploaded by DVC within 4 hours of conclusion of the Reverse e-Auction.
 - 3) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse e-Auction (live auction):
 - (a) Auction Start Price/Opening Price.
 - (b) Decrement Price
 - (c) Auction submitted date & time
 - (d) Auction extended up to
 - (e) Current price
 - (f) My auction price
 - (g) Maximum Seal
 - 4) Once the Live auction is over, System will generate BOQ comparative chart showing the Names and Rates of Bidders quoted in the tender as well as (L1) Rates quoted by them in the Auction. Over all bid ranking of each bidder will be generated by system based on either Auction price or financial bid price. The chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder.
 - 5) DVC reserves the right to cancel/reschedule/extend the Reverse e-Auction process/tender at any time, before ordering, without assigning any reason.
 - 6) DVC shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of DVC shall be binding on the bidders.
 - 7) Other terms and conditions shall be as per bidder's Techno-Commercial Proposals and as per DVC's Bidding documents and other correspondences, if any, till date.
 - 8) Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse e-Auction.
 - 9) For the Reverse e-Auction, technically and commercially acceptable bidders only shall be eligible to participate.
 - 10) Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.
 - 11) Business rules for Reverse e-Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.
 - 12) Bidders have to accept 'Terms & Condition' and the 'Business Rules of Reverse e-Auction' before start of Reverse e-Auction. Without this, the bidder will not be eligible to submit bid in the Reverse e-Auction.
 - 13) In line with the provisions of bidding document, DVC will provide the Price Schedule format in MS EXCEL sheet. (BOQ format)
 - 14) On Line Reverse e-Auction will be conducted on scheduled date & time, which shall be intimated to the eligible bidders in advance.
 - 15) After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail Id, "Final percentage (%) decrement as quoted" during the online Reverse e-Auction duly signed by the authorized person, in the prescribed Price Schedule- Excel Sheet format, within four (4) hours of Bidding End Time without fail.
 - 16) Bidders should acquaint themselves of the 'Business Rules of Reverse e-Auction' stipulated at above.
 - 17) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant DVC guidelines, shall be initiated by DVC.
 - 18) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
 - 19) Period of validity of Prices received through Reverse e-Auction shall be same as that of the period of validity of bids offered.
 - 20) Bidders may note that, although extension time is 'X' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Price Bid.
 - 21) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of DVC, bid process, bid technology, bid documentation and bid details.
 - 22) It is brought to the attention of the bidders that the bid event will lead to the final price only.

- 23) Technical and other non-commercial queries (not impacting price) can only be routed to the DVC contact personnel indicated in the bidding documents.
- 24) Order finalization and post order activities would be transacted directly between successful bidder and DVC.
- 25) In case of any problem faced by the bidder during Reverse e-Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in the bid document.
- 26) Bidders are advised to visit the Bidding page and enter the 'Live Bidding' cockpit successfully well in advance to identify/rectify the problems to avoid last minute hitches.
- 27) DVC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
- 28) Bidders may note that it may not be possible to extend any help, during Reverse e-Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.
- 29) For access to the Bidding site, the following URL is to be used: <https://etenders.gov.in/eprocure/app>. For user guidance please follow the manual which is there in the website.
- 30) No queries shall be entertained while Reverse e-Auction is in progress.
- 31) Final rate of individual items of the L1 bidder of Reverse e-Auction shall be calculated on the basis of same percentage (%) of reduction/ decrement for each items as that of received on item-wise price during the Reverse e-Auction from L1 bidder (L1 basis) over base price/opening price of Reverse e-Auction.
- 32) In the event of L-1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.
- 33) In the event of L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected. EMD will be forfeited.
- 34) **Note: All the Techno-commercially accepted tenderers after eliminating the H-1 tenderer will be allowed to participate in on-line Reverse e- Auction over internet for bidding. However, if the techno-commercially complied bidders are less than five then all the tenderers will be allowed to participate in online Reverse e-Auction over internet for bidding. In case of more than one H-1 bidders emerging during Initial Price Bid evaluation, the H-1 Bidder with later bid submitted date and time as per CPPP, will get eliminated only.**

7. User Help:

- 1) Log on to <https://etenders.gov.in/eprocure/app>.
- 2) Enter your Login ID & Password. Click on the link "Login".
- 3) You will reach your account Home Page, Click on the tab "Live auctions" on and then click to view the auction information against respective the tender ID no. & 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)**

FORM – D**PRICE FORMAT (Price Break up)****(Price breakup to be submitted by the successful tenderer after completion of RA)****To**

.....

.....

Fax:**Ph. No.:****e-mail Id:****PRICE FORMAT**

Sl. No	Description	Unit	Quantity	Estimated Cost exclusive of GST (in Rs.)	Quoted Landed Cost after online RA (Basic Quoted Price + Applicable GST)	Quoted Landed Cost exclusive of GST	Applicable GST [in %]	% Deviation w.r.t. Estimated Cost [+/- at par]
1		As per BOQ format (Section- IV)	As per BOQ format (Section- IV)					

Note: The percentage deviation will be loaded on the individual estimated/quoted rates for each of the tasks as mentioned in BOQ format.

Signature & Name:

Designation:

Date

Annexure-Y (Integrity Pact)

Between

Damodar Valley Corporation (DVC), hereinafter referred to as “The Principal”

AND

..... hereinafter referred to as “The Bidder /Contractor”.

Preamble:

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

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

SECTION-1: COMMITMENTS OF THE PRINCIPAL

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

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

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

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

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of Principal’s employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit, which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in 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 (as applicable) Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit cum Performance Bank Guarantee, and if the amount of damage exceeds the amount of Security Deposit cum performance Bank Guarantee, then the Principal shall be entitled to recover the balance amount of damage from the Contractor either in cash or from the amount payable and due from such Contractor in other contracts being executed by him with DVC.

SECTION-5: PREVIOUS TRANSGRESSION

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure of “Banning of business dealings” of the Principal.

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

1. In case of Subcontracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the subcontractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tendering process all bidders who do not sign this Pact or violate its provisions.

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

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

SECTION-8: INDEPENDENT EXTERNAL MONITOR

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, DVC.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DVC and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
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.

10. DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM) APPOINTED BY DVC

Sl. No.	Name	Address	e-mail
1.	Shri Bam Bahadur Singh, Ex- CMD, MSTC	Flat No. 1802, Uniworld City, Newtown, Rajarhat, Kolkata, West Bengal, Pin-700160	bbsinghbeml@gmail.com
2.	Dr. Atanu Purkayastha, IAS (Retd.)	D II/113, Kaka Nagar, Dr. Zakir Hussain Road, New Delhi, Pin-110003	dratanu2011@gmail.com

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 further 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 notice need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of DVC)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Witness :

Witness :.....

(Name &Address):

(Name &Address).....

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of Agents for all Global (open) Tender and Limited Tender of DVC.
- 1.1 Registered Agents will file an authenticated Photostat copy duly attested by 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 sheet 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/ representative of India, if any, and extent of authorization and authority give 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 / representative in India, may be paid by DVC in Indian Rupees only.

2.2. Tenderers of Indian nationality shall furnish the following details in their offer:

2.2.1 The name and address of the foreign Principal, 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 / representative.

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

2.2.3 Confirmation of the foreign Principals of the Tenderer that the commission / remuneration, if any, reserved for the tenderer(s) 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 / representative, in India in Indian Rupees on expiry of ninety 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. Beside this, there would be a penalty of banning business dealing with DVC or damage or payment of a named sum.

FORM NO. IX-14

PROFORMA OF CERTIFICATE FOR COMPLIANCE OF GOI's ORDERS

(To be submitted on Bidder's Letter Head)

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

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

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

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

Date:

Place:

(Authorised Signatory)

(Printed Name)

(Designation) _____

(Name) _____

Address_____

(Company Seal)

Contract Agreement Format

On non- judicial stamp paper of appropriate value duly filled in all respect and to be submitted in quadruplicate to the order issuing authority/C&M Section for acceptance before commencement of works/Services as per NIT/DVC's GCC

**DAMODAR VALLEY CORPORATION
AGREEMENT FOR CONTRACT**

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

WHEREAS the aforesaid Party of the First Part invited tenders for
_____ **(Name of the Job/work/services).**

WHEREAS the tender of the Party of the Second Part (the owner/successful bidder/contractor) has accepted and the Job/work/services was awarded to the Party of the Second Part by letter no. _____

AND WHEREAS the Party of the Second Part (the owner of the premises) has accepted the work order aforesaid in their **letter No.** _____ .

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

- I. This Agreement is a contract for service, consisting of Clauses 1 to 20, inclusive of Annexure hereto and NIT and LOA/LOI/Work Order and DVC's GCC shall form an inseparable part of this Agreement.
- II. In consideration of the payments to be made by the Party of the First Part to the Party of the Second Part, the Party of the Second Part hereby covenants to carry out the work/services/job of _____ **(Name of the Job/work/services).** The Party of the First Part hereby covenants to pay to the Party of the Second Part in consideration of the aforesaid work, as provided in the Agreement.

1) DEFINATIONS:-

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

2) OBLIGATIONS OF THE PARTY OF THE SECOND PART

- a) The Party of the Second Part shall provide services as agreed upon and set out in Schedule II for the term of the Agreement or until it is terminated in accordance with the clauses of this Agreement.

- b) The Party of the Second Part shall obtain at his own cost necessary permits or licenses etc as required under the various laws whether Central, State or Local from time to time for performing and rendering services and the Party of the First Part shall not take any liability whatsoever in this regard.
- i) The Party of the Second Part has to obtain licenses/permits etc as applicable as mentioned above at the earliest of signing this Agreement.
- ii) If the licenses/permits etc obtained by the Party of the Second Part are revoked and/or suspended and/or cancelled by the authority concerned and/or become invalid, the Agreement shall stand unilaterally terminated.
- c) The Party of the Second Part shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to this Agreement from time to time. These Acts/Rules include, without limitations the following:
- i) The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time;
- ii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notification made there under;
- iii) The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;
- iv) The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time;
- v) The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time;
- vi) The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time;
- vii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time;
- viii) The Factories Act, 1948 with Rules, Orders and Notifications issued there under from time to time;
- ix) The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.
- x) All other Acts/Rules/Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party of the Second Part from time to time for performing the aforesaid services.

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

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

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

- a) The Party of the Second Part as and when required shall deploy his own employees for rendering satisfactory services.

- b) b) There shall not subsist in any manner whatsoever any employer-employee relationship between the Party of the First Part and the workmen/employees employed and as and when deployed by the Party of the Second Part or the Party of the Second Part himself. The Party of the Second Part shall be responsible for appointments, payment of wages, compliances with all statutory formalities relating to the workmen/employees employed and deployed by it.
- c) The Party of the Second Part shall conduct the work in the manner prescribed by the Party of the First Part and in the event of any deviation there from, the Party of the Second Part shall be responsible to make good the same within _____ (need based to be incorporated) from being intimated by the Party of the First Part. The Party of the Second Part shall supervise and control the manner and mode of working and also the working of the workmen as and when deployed and there shall not be any supervision and control by the Party of the First Part over the employees/workmen employed by the Party of the Second Part.
- d) The workmen/employees engaged and deployed by the Party of the Second Part shall observe discipline at all times and maintain decency and decorum during the course of their employment and the Party of the Second Part shall be fully responsible for the said workmen/employees.
- e) The payment of wages, ESI, PF, bonuses and other benefits to the employees of the Party of the Second Part shall be the exclusive responsibility of the Party of the Second Part and the employees shall have no claim whatsoever on the Party of the First Part.
- f) The Party of the Second part as and when deploy workmen Party of the Second part shall maintain a Register of persons employed under him and issue Employment Photo Identity Cards to each worker within three days of employment and a copy of the same to be submitted with the Party of the First Part within seven days there from.
- g) The Party of the Second part as and when employed workman shall also maintain all statutory register viz register of wages, muster roll register of deductions, register of overtime register of fines, register of advances, wage slip and any other registers required to be maintained under the statute and shall give inspection of the same to the Party of the First Part on demand.
- h) The Party of the Second part as and when employed workman shall make the Payment of wages and other conditions of employment in respect of workmen employed and deployed by the Party of the Second Part in conformity with statutory requirements and the Party of the First Part shall be fully protected in all respect in this regard.
- i) The Party of the Second part as and when employed workman shall send half-yearly returns to the Licensing Officer not later than thirty days from the closing of the Half Year.
- j) The Party of the Second part as and when employed workman shall be solely and wholly responsible for the safety & security of the employees employed by the Party of the Second Part. The Party of the Second Part shall also make adequate provision of insurance for the said employees at their own cost to cover them against the risk of accident and /or death in harness. In the event of any accident and/or death in harness, the Party of the Second Part shall pay proper compensation to the employees as per The Workmen's Compensation Act, 1923. The Party of the First Part will have no responsibility whatsoever, and will be kept fully indemnified and harmless.
- k) The Party of the Second Part shall also be responsible for the property of the Party of the First Part and in case of any damage whatsoever, shall immediately repair/replace the damaged property at their own cost and arrangement failing which Party of the First Part shall have right to recover the cost from the Party of the Second Part.
- l) The Party of the Second part as and when employed workman in case of any act of indiscipline on the part of workmen/employees engaged by the Party of the Second Part, the Party of the Second Part shall take suitable action against the delinquent employees with proper intimation to the appropriate authority of the Party of the First Part.

- m) The workmen/employees of the Party of the Second Part as and when employed by the Party of the Second Part including himself shall have no right and/or any right to access whatsoever to claim as an employment with the company of the Party of the First Part.
- n) In case the workmen/employees engaged by the Party of the Second Part have any grievance they shall take it up with the Party of the Second Part without causing any disturbance in the premises of the Party of the First Part in any manner. Under no circumstances, shall the workmen engaged by the Party of the Second Part initiate or take part in any agitation or demonstration against the Party of the First Part.
- o) If the process forming part of this Agreement is abolished by any provision of law or under Sec. 10 of the Contract Labour (R&A) Act, 1970 the workmen/employees of the Party of the Second Part shall not become the employees of the Principal Employer i.e. Party of the first Part.
- p) During the terms of this Agreement the Party of the Second Part shall be an independent employer and not in any manner has any employer - employee relationship with the Party of the First Part and that of Principal to Principal.

4) OBLIGATIONS OF THE PARTY OF THE FIRST PART

- a) The Party of the First Part shall permit the duly authorized workmen of the Party of the Second Part at all convenient times to enter into and upon the premises only on presentation of the approved gate passes as mentioned below, for the purpose of carrying out their work.
- b) The Party of the First Part shall make to the Party of the Second Part all payments, as per Clause 10, throughout the term of this Agreement or so long the Agreement subsists or the Party of the Second Part performs its obligation under this Agreement.
- 5) **COMPLETION** The Work shall be deemed to have been completed on expiry of period of this Agreement and release of final payment to the Party of the Second Part by the Party of the First Part.
- 6) **PENALTY:** In terms of the General Terms of the Contract clause (as applicable as per the DVC's Contract and GCC)

7) DELEGATION (As Applicable)

- 8) **INDEMNITY** Party of the Second Part covenants and agrees to fully protect and hold the Party of the First Part, its employees and agents harmless against any claim, demand, actions, suits, proceedings, judgment, liabilities, costs, expenses, damages or losses.
- 9) **BILLS** The Party of the First Part reserves the right to require the Party of the Second Part to submit documentary evidence in support of the bills, including details of the work done, duly supported by the Certificate from the representative of the Party of the First Part in the first week of the following month. Party of the First Part also reserves the right to make at the earliest opportunity any adjustment which may be pending from the previous months.

10) PAYMENT As per the relevant clauses of work order

11) DURATION OF THE AGREEMENT

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

12) CANCELLATION/TERMINATION

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

13) CONSEQUENCES OF TERMINATION

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

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

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

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

17) SETTLEMENT OF DISPUTES AND ARBITRATION

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

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

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

18) AMENDMENTS OF THE AGREEMENT

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

19) MISCELLANEOUS

- a) The Party of the Second Part as and when required shall deploy as many in number -expert personnel and/or skilled/semi-skilled/unskilled workmen with adequate qualification and experience having appropriate level of acumen to carry out the job with entire satisfaction of the Party of the First Part.
- b) No child labour shall be engaged by the contractor as per statutory rules of the Govt. of India.
- c) The Party of the Second Part as and when employed their employees engaged in the job shall follow all safety rules at the time of execution of work. It shall be the responsibility of the contractor to supply all safety equipment necessary to their O&M personnel without any extra cost to DVC. All statutory rules & regulations shall have to be followed by the contractor during employment/retraining of his workers/employees.
- d) As the plant site is a protected area, necessary gate passes with photograph of every worker/employee of the Party of the Second Part shall be arranged by the Party of the Second Part with proper intimation to the Party of the First Part. The expenditure of issuing the gate passes to the workmen shall be borne by the Party of the Second Part. The gate passes shall be duly signed by the Party of the Second Part with official seal in addition to the signature of the holder (employee of the Party of the Second Part) and the authorised officer of the Party of the First Part.
- e) In case of sub-letting the contract, the sub-contractor shall be engaged with prior approval of the Party of the First Part and at full risk of the Party of the Second Part.
- f) The Party of the Second Part shall not pay less than the prescribed minimum wages to the workmen engaged by him under the Minimum Wages Act, 1948 and the Govt. Rules made there under and subject to revision from time to time. The monthly payment is to be made on the 7th day of the successive month. The Party of the Second Part shall intimate the disbursement of payment to the authorized representative of Personnel Dept. of the Party of the First Part on 7th -10th day of the successive month.
- g) Legal suits arising out of the Agreement, if any, are subject to the jurisdiction in the Court of the city of Kolkata and no other Court elsewhere.
- h) The workers/employees engaged by the Party of the Second Part should not be under the influence or addiction of drug/liquor while on duty. It should be obligatory on the part of the Party of the Second Part to remove any such person from the job whose action or conduct in the opinion of management of the Party of the First Part is detrimental to its interest.
- i) If the Party of the Second Part desires to execute a part of scope of maintenance contract which are very specialized in nature by engaging a specialized competent group they will have to obtain approval from the Party of the First Part, furnishing all credentials and requirement of the manpower strength before their engagement. However, the Party of the First Part reserves the right to discontinue the same at its discretion.
- j) The Party of the Second Part shall fully cooperate with other contractors employed by the Party of the First Part for associated plant and subsidiary as well as other similar activities and shall carry out all reasonable directions of the designated Chief Engineer (O&M) of the Party of the First Part or his authorized representative as the case may be.
- k) For contracts above value..... , both the parties have to sign an Integrity Pact.

20) CHANGE OF ADDRESS

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

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

NOTE :- The other terms & conditions will be incorporated suitably as per the terms & condition laid down in the NIT as well as GCC-2016.

SCHEDULE - (I)

Premises at which the Services are to be required-_____.

SCHEDULE - (II)

List of woks/services/job as mentioned in this agreement as per QR and in subject work order to be provided at the premises as listed in Schedule I.

SIGNED, SEALED AND DELIVERED

Party of the Second Part

Party of the First Part

in the presence of:-

1.

2.

in the presence of:

1.

2.

Format of Hindrance Register

Project:											
Package:											
Name of the Works:											
Order No. with date											
Schedule completion date as per terms of the Contract											
Date of start of site activity											
Sl. No.	Nature of Hindrance	Items of works that could not be executed due to such hindrance	Date of occurrence of such hindrance	Date of removal of such hindrance	Period of hindrance	Overlapping period, if any	Net Hindrance period	Whether hindrance is due to DVC / Contractor / Force Majeure / Others	Remarks	Signature of Engineer-in-charge of DVC	Signature of the site-in-charge of the contractor
Counter Signature of HOP,DVC											

SECTION: X

**TECHNO-COMMERCIAL SCHEDULE & TECHNO-COMMERCIAL
DEVIATION SCHEDULE (Annex. A & C in PDF Format)- As Attached**

SECTION: XI

**PRICE BID SCHEDULE & COST OF WITHDRAWAL OF DEVIATION
SCHEDULE (Annex. B & D in Excel Format) - As Attached**



दामोदर घाटी निगम / DAMODAR VALLEY CORPORATION
संविदा एवं सामग्री विभाग / Contracts & Materials Department
PO - Maithon Dam, Dist- Dhanbad, Jharkhand,
Pin – 828207, Ph: 06540-279324

TECHNO-COMMERCIAL SCHEDULE (ANNEXURE - A)

Installation of 01 no. solar deep bore well at Jehar Than, Gogna under CSR, DVC, Maithon (JH).

NIT No.: DVC/Tender/MAITHON/Maithon Division/C&M Purchase & Contract/Works and
Service/00219 Date 10/07/2023

BIDDER's NAME, ADDRESS, Ph no./fax
no./email ID

QUOTATION NO.& DATE

Sl. No.	Clauses (As per NIT)	Bidder's Compliance in YES/NO
1)	Whether 'Scope of Work' of NIT is accepted. (Please mention YES/NO in the box)	
2)	Whether Validity of offer for 180 days from the date of opening is accepted? (Please mention YES/NO in the box)	
3)	Whether all terms & conditions including PRICE BASIS of NIT is accepted? (Please mention YES/NO in the box)	
4)	Whether 'Safety Clauses' of NIT is accepted? (Please mention YES/NO in the box)	
5)	Mention GST, as applicable (quantum in percentage)	
6)	Mention SAC Code of subject job	
7)	Whether scanned copy of the instruments of Cost of Tender Documents, Bid security (EMD) and Integrity Pact has been uploaded. (Please mention YES/NO in the box) NOTE: 1. Bidders should ensure that instruments towards Tender Fee, EMD and Integrity Pact must reach the office of the SE (C&M), Works on or before last date of bid submission as mentioned in the NIT. <i>Bids may be rejected without the same.</i>	
8)	Whether scanned copy of (i) Letter of Bid, (ii) Affidavit, (iii) Notarized Power of Attorney, (iv) Acceptance of Online Reverse Auction Bidding, (v) RTGS/NEFT Format, (vi) No relation Certificate and (vii) Basic Information about the Vendor as asked for in the NIT has been uploaded and submitted along with techno-commercial bid? [Ref. Section-IX for Format] (Please mention YES / NO in the box)	

Sl. No.	Clauses (As per NIT)	Bidder's Compliance in YES/NO
9)	Whether you possess all documents as mentioned in Section-VI (Commercial Terms & Conditions), Clause-15 & 16 and have submitted original/self-authenticated and attested by public notary copy of the same in hard copy to the address mentioned in Sl. No. 9.00 of Section - I of NIT as asked for / uploaded the same online? (Please mention YES/NO in the box)	
10)	<p align="center">QUALIFYING REQUIREMENTS</p> <p align="center">{For details refer QR at Section-V of NIT}</p> <p>Please mention YES/NO in the box against (A)1(a) or 1(b) or 1(c) and B for which you have experience and can satisfy by producing valid requisite documents).</p> <p>NOTE: Similar Work and Completed Work and Financial Criteria have been defined in Qualifying Requirement chapter of NIT</p>	
(A) (1)	The bidder should have experience of having completed similar work during last 7 (seven) years ending last day of month previous to the one in which offers are invited and shall be either of the following: -	
(a)	Three similar completed works each costing not less than the amount equal to Rs. 2,73,479.00 (Rupees Two Lakh Seventy-Three Thousand Four Hundred and Seventy-Nine) only.	
(b)	Two similar completed works each costing not less than the amount equal to Rs. 3,41,849.00 (Rupees Three Lakh Forty-One Thousand Eight Hundred and Forty-Nine) only.	
(c)	One similar completed work costing not less than the amount equal to Rs. 5,46,958.00 (Rupees Five Lakh Forty-Six Thousand Nine Hundred and Fifty-Eight) only.	
(B)	<p>Average Annual Turnover -</p> <p>During last 3 (Three) financial years ending on 31/03/2022 i.e. for F.Y. 2019-20, 2020-21 and 2021-22. Average Annual Turnover should not be less than Rs. 2,05,109.00 (Rupees Two Lakh Five Thousand One Hundred and Nine) only. (Details as per NIT)</p> <p>Whether you have uploaded documents pertaining to the same? (Please mention YES/NO in the box)</p>	

Techno-commercial Deviation Schedule (Annexure-C)

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

Dear Sir,

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

The Techno-commercial Deviations are as follows:

Sl. No.	Clause No. (As per NIT)	Deviation

NOTE:

1. If there are no deviation, this deviation schedule shall be submitted along with the techno-commercial bid duly signed and stamped after stating "NIL DEVIATIONS".
2. **If there is Deviation in Techno-commercial part, don't forget to fill Cost of Withdrawal of Deviations in Annexure-D. In case deviations are stated herein, but no cost of withdrawal is stated in price format, it will be construed that the deviations shall be withdrawn by you at no cost.**
3. Bidders are requested to fill up only in green coloured cell.



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Annexure-P

PERFORMANCE EVALUATION



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SECTION-XII: PERFORMANCE EVALUATION

1) Contractors Performance Evaluation

In order to have smooth progress of the work, there is a need for contractors who will execute the job in time and as per stipulated specification quality in the Contract. In order to ensure the same a standard evaluation format has been framed. The Engineer In charge will fill in the details as per format enclosed, which is to be signed by the authorized representative of the Contractor (owner/proprietor/site in charge). If the contractor refuses to sign, the evaluation of engineer in charge will be final. The performance rating as emerged out will be kept in the system.

In case Performance Rating obtained above is '**Unsatisfactory**', twice consecutively, the Contractor shall not be recommended for issue of tender enquiry for a period as deemed fit not more than 2 years.

2. Format:

Format for Contractor's Performance Evaluation

Overhauling and Maintenance Contract

{Applicable for Housekeeping, Worker Intensive Activities & EPC Contract/New Project}

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

	Description	Max Marks	Marks Obtained
A	Quality, Nos and Workmanship in Work: Maximum 45 Marks		
	Quality of manpower deployed (As per the terms & condition of contract, NIT/Tender Document, including literacy etc if any).		
1	a. Skilled category, (Either ITI holder, HP welders, Fitters, Gang head of erection team and / or selected by the Engineer in Charge as per the experience and TEST conducted).	05	



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	b. Unskilled category (Stress on literacy level, experience and safety consciousness).	05	
	c. Trained & Experience Engineers/ qualified supervisor (BE/Diploma holder and / or selected by EIC, knowledge/relevant experience).	05	
	d. Deployment/ development of highly skilled specialist technicians for critical jobs.(as and when required)	05	
2	Strictly following quality guidelines, quality plan(QAP) and / or checklist for each job, given by the Engineer In charge.	10	
3	a. Repetition of job due to bad workmanship including defect liability (frequency of occurrence & compliance for rectification). b. Improper use of DVC facilities (Example: Leaving junction boxes open after the job is over, keeping scrap, welding rod, cable & wire etc.)	0 to (-) 15	
4	a. Maintaining cleanliness at workplace while working (use of working trays, container etc.) b. Proper handling of grease, oil etc. (proper container, no spillage & Contamination etc.) c. Cleaning the workplace including removal of scrap after completion of the job, removal of debris etc.	06	
5	Use of proper tools & tackles applicable for a particular job.	05	
6	Training of contractor's manpower at DVC training centre for at least 02 hours per fortnight.	04	
B	Adherence to Time Schedule: Maximum 30 Marks		
1	Availability of all tools & tackles (under the scope of contractor) without any time delay	05	
2	Mobilization of proper skilled & unskilled manpower without any time delay	05	
3	a. Completion of job/supply of materials within the time frame specified in the contract (wherever available)/Project Milestone and Schedule. b. Advance Scheduling of Jobs along with Engineer In charge before start of the job.	10 05	



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4	Mobilization time taken to start the job at the beginning of the contract after getting intimation from the Engineer In charge. Promptness to call/start.	05	
C	Adherence to Safety : Maximum 15 Marks		
1	100% Supply of PPE & Uniform as identified in contract for workers.	05	
2	Follow health and safety plan whatever layout by safety deptt. time to time	02	
3	Special care while working at heights. (Use of proper sized platform / safety belts, nets etc).	02	
4	Proper handling of material (while lifting heavy material at height). (Example: Use of cage / basket , checking of winch, crane, wire rope, etc).	02	
5	Periodic testing of lifting tools & tackles which are at the contractor's scope Inspection of Tools & Tackles before start of work and during the execution of contract whenever required.	02	
6	Participation in Safety Awareness of the workers and training given by DVC and safety related records.	01	
7	Promptness and responsiveness during emergencies	01	
8	Non-compliance of safety requirements (depends on Reports issued for violation of safety)	0 to (-) 4	
D	Responsiveness : Maximum 10 Marks		
1	Ability to respond positively for changes in scope, schedules, manpower, providing scope and space to other contractors.	02	
2	Availability of the contractor / site In-charge with adequate authorization and powers for execution of job. Site In charge response on Mobile/ Phone	02	
3	Attending Telephone Calls both Land line and mobile for 24 x7 Hrs	02	
4	Attending daily/ weekly/ monthly or other meetings	01	
5	Deployment of adequate and appropriate manpower from time to time	01	
6	Timely submission of Check lists etc.	01	



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7	Timely submission of Bills, invoices and other required documents	01	
E	Statutory Compliances: 0 to (-) 30 Marks		
1	Complaints received from the contract workers regarding underpayment (less than statutory rates)/ Delayed Payment, No payment)	0 to (-)10	
2	No Record of release of PF to workers and / or complaints received regarding the payment of PF.	0 to (-)10	
3	Non Compliance of Statutory Compliances	0 to (-)5	
4	Not obtained timely insurance coverage, ESI	0 to (-)5	
5	Illegal disposal of waste oils, scrapes or any other hazardous material	0 to (-)2	
	Total (A to E)	100	
F	Bonus Points : 10 Marks		
1	Special initiative taken for the welfare of the contract workers	03	
2	Showing interest to come out with suggestive innovative ideas.	03	
3	To provide scope and space for the work of other agencies.	02	
4	Response to DVC Tender Enquiries	02	
5	Claims and dispute	0 to (-)3	
	TOTAL (A TO F)		
G	Total Marks obtained in the Month		
	Cumulative Marks up to Previous Month		
	Marks in this Month (Total A to F)		
	Cumulative Marks		
	Cumulative Marks obtained Up to date Average Marks = ----- No of months		

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



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Format for Contractor's Performance Evaluation(DVC)

(To be filled up by Indenting deptt. at the time of Contract proposal put up for Tech & Adm. approval)

{Applicable for Overhauling, Housekeeping, Worker Intensive Maintenance Contracts}

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

Sl. No	Description	Max Marks	Marks Obtained
A	Quality and Workmanship in Work: Maximum 45 Marks		
1	Quality of manpower deployed (As per the terms & condition of contract, including literacy level etc if any). a. Skilled category, (Either ITI holder and / or selected by the Engineer in Charge as per the experience and TEST conducted). b. Unskilled category (Stress on literacy level, experience and safety consciousness). c. Trained/ qualified supervisor (Diploma holder and / or selected by Engineer in charge, knowledge/relevant experience). d. Deployment/ development of highly skilled specialist technicians for critical jobs.(as and when required)	05 05 05 05	
2	Strictly following quality guidelines, quality plan and / or checklist for each job, given by the Engineer In charge.	10	
3	a. Repetition of job due to bad workmanship including defect liability (frequency of occurrence & compliance for rectification). b. Improper use of DVC facilities (Example: Leaving junction boxes open after the job is over etc.)	0 to (-) 15	
	a. Maintaining cleanliness at workplace while working (use of working trays, container etc.)		



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4	b. Proper handling of grease, oil etc. (proper container, no spillage & Contamination etc.) c. Cleaning the workplace including removal of scrap after completion of the job, removal of debris etc.	06	
5	Use of proper tools & tackles applicable for a particular job.	05	
6	Training of contractor's manpower at DVC training centre for at least 02 hours per fortnight.	04	
B Adherence to Time Schedule: Maximum 30 Marks			
1	Availability of all tools & tackles (under the scope of contractor) without any time delay.	05	
2	Mobilization of proper skilled & unskilled manpower without any time delay	05	
3	a. Completion of job within the time frame specified in the contract (wherever available)	10	
	b. Advance Scheduling of Jobs along with Engineer In charge before start of the job.	05	
4	Mobilization time taken to start the job at the beginning of the contract after getting intimation from the Engineer In charge. Promptness to call.	05	
C Adherence to Safety : Maximum 15 Marks			
1	100% Supply of PPE & Uniform as identified in contract for workers.	05	
2	Follow health and safety plan whatever layout by safety deptt time to time	02	
3	Special care while working at heights. (Use of proper sized platform / safety belts etc).	02	
4	Proper handling of material (while lifting heavy material at height). (Example: Use of cage / basket etc).	02	
5	Periodic testing of lifting tools & tackles which are at the contractor's scope Inspection of Tools & Tackles before start of work and during the execution of contract whenever required.	02	
6	Participation in Safety Awareness of the workers and training given	01	



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	by DVC and safety related records.		
7	Promptness and responsiveness during emergencies	01	
8	Non-compliance of safety requirements (depends on Reports issued for violation of safety)	0 to (-)4	
D	Responsiveness : Maximum 10 Marks		
1	Ability to respond positively for changes in scope, schedules, manpower	02	
2	Availability of the contractor / site In-charge with adequate authorization and powers for execution of job. Site In charge response on Mobile/ Phone	02	
3	Attending Telephone Calls both Land line and mobile for 24 x7 Hrs	02	
4	Attending daily/ weekly/ monthly or other meetings	01	
5	Deployment of adequate and appropriate manpower from time to time	01	
6	Timely submission of Check lists etc.	01	
7	Timely submission of Bills, invoices and other required documents	01	
E	Statutory Compliances: 0 to (-) 30 Marks		
1	Complaints received from the contract workers regarding underpayment (less than statutory rates)/ Delayed Payment, No payment)	0 to (-)10	
2	No Record of release of PF to workers and / or complaints received regarding the payment of PF.	0 to (-)10	
3	Non Compliance of Statutory Compliances	0 to(-)5	
4	Not obtained timely insurance coverage, ESI	0 to(-)5	
5	Illegal disposal of waste oils, scrapes or any other hazardous material	0 to(-)2	
	Total (A to E)	100	
F	Bonus Points : 10 Marks		



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1	Special initiative taken for the welfare of the contract workers	03	
2	Showing interest to come out with suggestive innovative ideas	03	
3	Participation in e-Tendering	02	
4	Response to DVC Tender Enquiries	02	
5	Claims and dispute	0 to (-)-3	
	TOTAL (A TO F)		
G	Total Marks obtained in the Month		
	Cumulative Marks up to Previous Month		
	Marks in this Month (Total A to F)		
	Cumulative Marks		
	Cumulative Marks obtained Up to date Average Marks = ----- No of months		

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

(Sign of Engineer-in-Charge) (Sign of Authorized Representative of Contractor)

Contractor's Performance Rating (To be filled by Concerned Engineer in charge and HOD)	
1	Name of Work:
2	Work Order/ LOA Ref:
3	Name of Contractor:
4	Period of Performance Rating From.....to.....



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Sl. No.	Up to date Average Marks Obtained	Rating	Rating Obtained *
1	91 & above	Very Good	
2	81 – 90	Good	
3	70 – 80	Satisfactory	
4	Below 70	Unsatisfactory	
* Write as applicable and put (X) which are not applicable			

Recommendation Remark, (if any):

Engineer In charge:

Signature Name Designation

Head of Deptt:

Signature

Name

Designation

NOTE:

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

(Sign of Authorized Representative of Contractor)



SECTION-XIII

VENDOR REMOVAL



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SECTION-XIII: VENDOR REMOVAL

REMOVAL FROM THE LIST OF APPROVED/ KNOWN VENDORS/ ENLISTED CONTRACTORS, SUSPENSION AND BANNING OF BUSINESS DEALINGS WITH FIRMS & CONTRACTORS:

1. Removal of the firm/contractor from the list of approved/known vendors/enlisted contractors.

A firm/contractor is liable to be removed from the list of approved/known vendors/enlisted contractors if, it is no longer considered fit to remain in such list:

1.1 Conditions for Removal:

Removal from the list of approved/known vendor/enlisted contractor may be ordered by the Project Chief Engineer/Chief Engineer /CMM, If a firm:-

- (i) Makes any false declaration to Damodar Valley Corporation (DVC).
- (ii) Claiming drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.
- (iii) If the vendor is non-responsive against our enquires for consecutive three times.
- (iv) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within stipulated time.
- (v) Fails to execute a contract or fails to execute it as per terms of contract
- (vi) When the required technical staff or equipments are no longer available with the vendor or there is change in the production line of vendor.
- (vii) If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in the case of Limited Company, it is wound up or taken into liquidation.
- (viii) Or any other misdeeds which may cause financial loss or commercial disadvantage to DVC

1.2 Implications of Removal:

- (i) Once removed, the name of a firm/contractor may not be included/registered unless the competent authority is satisfied that the said firm/contractor should be included in the list of approved/known vendors/enlisted contractor.
- (ii) Tenders received from a firm, whose name has been removed from the list of approved/known vendors/enlisted contractors, but has not been suspended/banned may be given the same consideration as is given to bidders in an open tendering process.



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1.3 Procedure for Removal from the list of approved/known vendor/enlisted contractor

The Concerned Project Head not below the rank of Chief Engineer/CMM, on receiving complaints from concerned departments, shall pass appropriate Order for removal of the firm/contractor from the list of approved/known vendors/enlisted contractors after observing following procedure :-

- (i) A Show Cause Notice will be issued by the afore stated authorities, indicating clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations.
- (ii) The firm/contractors may be given a period of 30 days to submit their representations if any, against the Show Cause Notice.
- (iii) Thereafter, the appropriate orders for removal of the firm/contractor from the list of approved/known vendors/enlisted contractors may be taken 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.
- (iv) In case no reply to show cause notice is received within 30 days, appropriate order for removal of the firm/contractor shall be passed ex-parte.
- (v) The orders must specifically mention the fact that the reply to the Show cause Notice, if any, has been considered by the said authorities,. The ex-parte order shall contain the fact that the reply to show cause notice has not been received within stipulated time.
- (vi) The decision regarding removal shall be communicated to the firm/contractor concerned by the authority passing in respect of removal.
- (vii) Order in respect of removal will be circulated to all the deptt./offices / CVO of the Corporation by the issuing authority. The decision of removal will be intimated to Corporate IT Cell for removing the name from the web site.

1.4 Revocation:

An order for removal passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period. However, before expiry of such specified period an order of removal may be revoked provided the competent authority passes appropriate order to this effect. The competent authority in this case shall be higher than the authority passing the order of removal.

2. Suspension of Business Dealings with a Firm/Contractor:

Suspension of business dealings with a firm/contractor irrespective of whether it is known/approved or otherwise may be ordered by the concerned Chief Engineer/Chief Materials Manager (CMM), DVC, where pending full enquiry into the allegation, it is considered not desirable that business with the firm/contractor should continue. Such an order may be passed:

- (i) If the firm is suspected to be of doubtful loyalty to India;
- (ii) If the Central Bureau of Investigation (CBI) or any other investigation agency recommends such course in respect of a case under investigation.
- (iii) If a prima-facie case is made out that the firm is guilty of an Offence involving moral turpitude in relation to business dealings which, if established, would result in business dealings with it being banned.



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2.1 Procedure for Suspension of Business Dealings:

- (i) A Show Cause Notice will be issued by the afore stated authorities, indicating clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations.
- (ii) The firm/contractors may be given a period of 30 days to submit their representation if any, against the Show Cause Notice or ex-parte after expiry of the notice period.
- (iii) Thereafter, the appropriate orders for suspension of the firm/contractor may be taken 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.
- (iv) In case no reply to show cause notice is received within a stipulated time, appropriate order for suspension of the firm/contractor shall be passed ex-parte.
- (v) The orders must specifically mention the fact that the reply to the Show Cause Notice, if any, has been considered by the said authorities. The ex-parte order shall contain the fact the reply to show cause notice has not been received within stipulated time.
- (vi) Order in respect of suspension will be circulated to all the deptt./offices *including CVO* of the corporation by the authority imposing the suspension of business dealings to firm/contractor.

2.2 Suspension as prelude to Banning:

The Competent Authority may suspend business dealings with the firm/contractor as a prelude to banning after following the procedure as indicated in para 2.1. After issuance of order in respect of suspension, a copy of such order along with self-contained note and all relevant documents shall be forwarded to the Chief Vigilance Officer, DVC for its observation within 15 days of issuance of suspension order prior to passing of appropriate order regarding banning of business dealings with the firm/contractor.

2.3 Banning of Business Dealings with the Suspended firm/Contractor.

An order for suspension of business dealings with a firm/contractor implies that all departments/offices of respective DVC establishments are forbidden from dealing with that firm/contractor till its revocation.

3. Banning of Business Dealings:

Banning of business dealings with a firm/contractor irrespective of whether it is known/approved or otherwise may be ordered by the Senior Chief Engineer /Chief Engineer /CMM, DVC subject to observation of Vigilance as per above para 2.2.

3.1 Grounds for Banning of Business dealings:

- (i) If security considerations including question of loyalty to the state so warrant.
- (ii) If there is strong justification for believing that the proprietor or employee or representative of the firm/contractor has been guilty of malpractices such as Bribery, corruption, fraud, sub situation of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law etc.
- (iii) If the firm/contractor continuously refuses to return DVC dues without showing adequate cause and DVC are satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law.
- (iv) If the firm/contractor employs a government servant / DVC Officer, dismissed, removed on



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account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt DVC Officers

- (v) Formation of price cartels with other suppliers/contractors/transporters with a view to artificially hiking the prices.
- (vi) Continuous failure to execute the job as per terms of the contract (thrice).
- (vii) If the firm/contractor misuses the premises or facilities of the DVC, forcefully occupies or damages the DVC's property including land, water resources, forests/trees or tampers with documents/records etc.

3.2 Procedure for Banning of Business Dealings:

User department or Engineer in charge will move the case which will be processed by concerned Material Head/ Chief Purchase Officer and put up to TAA.

- (i) A Show Cause Notice will be issued by the TAA indicating clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations.
- (ii) The firm/contractors may be given a period of 30 days to submit their representation if any, against the Show Cause Notice.
- (iii) Thereafter, the appropriate orders for Banning of business dealings with the firm/contractor may be taken 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.
- (iv) In case no reply to show cause notice is received within stipulated time, appropriate speaking order for suspension of the firm/contractor shall be passed ex-parte.
- (v) The orders 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.
- (vi) Once the proposal for issuance of Notice of default is approved by the TAA, a "Notice of Default" duly vetted by legal Deptt shall be issued by the TAA himself or by a person authorised for the said purpose to the Agency giving them a period of 30 (thirty) days to remedy the default. 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. If agency fails to remedy or take adequate steps to remedy the default to the satisfaction of DVC within the Notice period mentioned above, the business dealings shall be withheld with the Agency after approval of the TAA. The order of such withholding of business dealings shall be communicated to the Agency (after vetting by legal deptt.) by the TAA himself or by a person authorised for the said purpose.
- vii) The entire process of banning be completed within 45 days from the date of show cause notice.
- viii) Where TAA is Board or Chairman approval from concerned Member to be obtained.

3.3 Banning order shall specify:

- (i) The specific period (permanent, if required) for which it will be effective; (ii) The names of all the Partners, Directors etc. of the firm and its affiliates.
- (iii) A decision to withhold business dealings with any Agency for project awarded contracts shall be restricted to such project only and for Head Quarters awarded contracts withholding shall apply throughout the company. The duration of withholding the Agency shall be for a period of minimum 01 (one) year & maximum 03 (three) years.



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3.4 A copy of the order of banning business dealings with a firm/contractor will be forwarded to the respective authorities for its communication to the firm/contractor concerned and circulation to all the procurement/contract deptt. of DVC in the following manner:

- (i) Orders in respect of all the Technical deptts. except Civil Engineering Deptt. will be forwarded to the Chief Materials Manager, Kolkata for its communication and circulation among the following:
 - a. Firm/contractor concerned
 - b. All the technical sections of Plants
 - c. All the offices under its control
- (ii) Orders in respect of Civil Engineering Deptt. will be forwarded to the Chief Engineer (Civil), Maithon for its communication to the firm contractor concerned and circulation among all the concerned deptt./offices.
- (iii) Orders in respect of deptts., not falling under category (i) & (ii) above, will be forwarded to the Additional secretary, Kolkata for its communication to the firm/contractor concerned and circulation among concerned deptt./offices.
- (iv) The respective authorities as above will also examine the provision of banning the firm/contractor throughout the valley on obtaining feedback from the concerned EDs regarding any critical issues with the firm/contractor is process in any establishment which may have adverse effect if banning is done through out the valley.

3.5 No contract of any kind whatsoever shall be placed with a banned firm/contractor including its affiliates by any of the deptts./offices of DVC/particular establishment of DVC as the case may be after the issuance of a banning order as per sl. no. 3.3 above. Contracts concluded before the issue of banning order shall, however, not be affected by the banning order. Particular care should be taken to see that the same firm/contractor does not appear under a different name to transact business with DVC. Even in cases of risk purchase, no contract should be placed on a banned firm/contractor.

The name of the vendor/supplier, who has been banned, be hoisted in the DVC Web site by IT Cell Under captioned BANNED VENDOR.

3.6 Revocation

An order for banning of business dealings passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period. However, before expiry of such specified period an order of banning may be revoked provided the Senior Chief Engineer /Chief Engineer /CMM, DVC passes appropriate order to this effect with approval of one step superior than TAA, not above the chairman for the interest of DVC with specific records in the file.

4. Effect of Banning

The agency, after issue of order of banning of business dealings, would not be allow to participate in any future tender enquiry and if the agency has already participated in any tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will not be opened/returned unopened. However, where the price bids of agency have been opened prior to order of banning, bids of the agency shall not be rejected.

5. Appeal against Banning Order

5.1 The concerned member {Member (Technical/ Secretary)} will be the Appellate Authority.

5.2 The vendor/ contractor may file an appeal against the order of the Competent Authority on banning business deal etc. The appeal should be filed to the Appellate Authority. Such an appeal should be preferred within one month from the date of issue of the order banning business dealing etc.

5.3 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the vendor/contractor as well as to the competent Authority.



SECTION-XVI

GENERAL CONDITION OF CONTRACT



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 & CheckList 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 upto 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:

At present DVC, an autonomous body under Ministry of Power, GOI is granted exemption from Purchase Preference Policy vide GOI OM dated 18-07-2005. However, any change in Govt. Policy/Directives on this subject will be applicable.

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 a joint venture company incorporated in India and registered under the Companies Act 1956, provided that eligibility criteria of individual bidder mentioned at NIT is met by one of the promoters or jointly by more than one promoter. Each promoter company on the basis of whom the joint venture company gets qualified shall have minimum 26% equity in the JV company. The equity shall be locked in at least for a period of 5 years from the date of bid opening or till the completion of the warranty period of the 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. In case of award, the said promoter company (ies) shall be required to give separate on demand bank guarantee for an amount equal to 1% of the total contract price in addition to the contract performance guarantee of 10% of contract value to be furnished by the bidder. NO JVC partner shall be allowed to bid independently or as a member in a consortium for this bid.
- 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 10% (ten percent) of contract value to be furnished by the bidder.
- iii) In case, bidder is a JVC and does not meet financial requirements stated at NIT, the financial capability of at least one of the JVC partners on whose experience the qualification is sought, shall meet the financial QR.

The lead partner shall be authorized to incur liabilities and receive instruction for and/or on behalf of partners of Joint Venture and the entire execution of the contract including receipt of payment shall be done exclusively through lead partners. The authorization shall be authenticated by submitting power of attorney signed by the legally authorized signatories of 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. The format of the power of attorney and other documents to be submitted by Joint Venture Partners as indicated in (iii), (iv) & (v) may be suitably structured by our Legal Department.

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.

The Sub Vendor / vendors shall be approved by the Tender Accepting Authority/concerned CEs.

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. ADJUDICATOR

20.1.1 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. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

20.1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Employer or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Employer and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

20.1.3 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another retired Judge of High Court / Supreme Court of India shall be jointly appointed by the Employer and the Contractor as Adjudicator under the Contract. Failing agreement between the two, within twenty eight (28) days, the new retired Judge of High Court/Supreme Court of India shall be appointed as Adjudicator under the Contract at the request of either party by the Appointing Authority specified in the SCC. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the Contract. These costs shall be divided equally between the Employer and the Contractor.

20.2. ARBITRATION

20. 2.1 If either the Employer or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Employer or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.



- 20.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with GCC Sub-Clause 20.2.1 shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.
- 20.2.3 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.
- 20.2.4 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.
- 20.2.5 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.
- 20.2.6 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.
- 20.2.7 Arbitration proceedings shall be conducted as follows:-
- (i) Appointing Authority for Adjudicator: 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. In case the Indian Contractor is an Indian Public Sector Enterprise /Government Department (but not a state Govt. Undertaking of Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Employer and the Contractor shall be referred for resolution to a Permanent Arbitration machinery (PAM) of the Department of Public Enterprises, Government of India.
 - (iii) The Place for Arbitration shall be : Kolkata, India
- 20.2.8 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.

20.2.9 The arbitrator(s) shall give reasoned award.

20.3. Notwithstanding any reference to the Adjudicator or 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.

21. WORK PROGRAMME

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. PROGRAMME 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 Sub- Clause 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 re-exported 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 to the Adjudicator in accordance with the provisions of GCC Sub-Clause 20.1 (Adjudicator).

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.