



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

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***DAMODAR VALLEY CORPORATION***

**TENDER DOCUMENTS  
FOR**

**Environment Clearance for setting up of expansion projects in respect of KTPS (2X800MW) and  
DTPS (1X800MW).**

**NIT NO.: DVC/C&M/EM&PC/KTPS&DTPS/EC  
(Domestic Competitive Bidding)**

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

**“THROUGH e-TENDERING PROCESS ONLY”  
VOLUME – I**



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**NIT No.: DVC/C&M/EM&PC/KTPS&DTPS/EC**

**Date: 01/12/2022**

**1.0** Damodar Valley Corporation (DVC) invites bid from eligible bidders on e-Tendering mode ["Single Stage - three envelopes basis", followed by "On-line Reverse Auction"] for "Environment Clearance for setting up of expansion projects in respect of KTPS (2X800MW) and DTPS (1X800MW)" as per the Scope mentioned in Vol-II of this NIT documents following the terms & conditions of this NIT.

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

**2.0** Bid Security / Earnest Money Deposit (EMD): - **Rs 56,000/- (Rupees Fifty Six Thousand Only).**

Cost of Tender Documents(non-refundable): - **Rs 2,000/- (Rupees Two Thousand Only)** inclusive of GST as applicable.

**Bidding schedule:**

Tender Document downloading Period	From 02.12.2022 at 13:00 Hrs.(IST) to 02.01.2023 at 12:00 Hrs.(IST)
Date & Time of pre-bid conference	16.12.2022 at 11.00 Hrs.(IST)
Date of Online submission of Pre Bid Queries	From 02.12.2022 To 16.12.2022
Last date & time of "Uploading of ["Filled up Envelope2 (Excel Sheet) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT" & "Envelope3 (Excel Sheet) in Template Format"] <u>Online</u> " and "Submission of hard copies of [Envelope1] <u>Offline</u> ".	02.01.2023 at 12:00 Hrs.(IST)
Bid Opening Date & Time of "hard copies of [Envelope1] <u>Offline</u> ".	03.01.2023 at 15:00 Hrs.(IST)
Bid Opening Date & Time of ["Envelope2 (Excel Sheet) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT"] <u>Online</u> " as per the Terms & Conditions of NIT.	03.01.2023 at 15:30 Hrs.(IST)
Bid Opening Date & Time of "Envelope3 (Excel Sheet) in Template Format" <u>Online</u> as per the Terms & Conditions of NIT.	At a date & time to be notified by DVC in due course.
Date and Time of On Line Reverse Auction as per the Terms & Conditions of NIT.	After Two (2) hr. from opening of the Envelope3 (Excel Sheet).
Submission of Hard copies of all the documents for Envelope2, by the L1 Bidder as per the Terms & Conditions of NIT.	Within 10 days from opening of the Price Bid.

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



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

### **3.0 QUALIFYING REQUIREMENT**

#### **3.1 Technical Capability:**

The eligible bidder (consultant) should be either a company registered under the company act or Partnership firms or sole proprietorship firms or Government Institution.

**3.1.1** Bidder shall have valid accreditation of NABET as EIA Consultant/Organization in respect of List of Accredited EIA Consultant Organizations (ACOs) – Thermal power plants under Category-A as per Schedule of MoEF Notification dated 14.09.2006 & subsequent amendments.

**3.1.2** Bidder shall have experience of successful completion of at least one contract comprising of Environment Impact Assessment (EIA) Study, preparation of Environment Management Plan (EMP) and obtaining Environment Clearance for a Project under the Category A of 1(d) [Thermal Power Plants] as per Schedule of MoEF Notification dated 14.09.2006 & subsequent amendments, during last 12 years ending last day of month previous to the one in which offers are invited.

#### **Note for Sl. No. 3.1 (Documents to be furnished by the bidder):**

- Copy of valid accreditation of NABET as EIA Consultant/Organization.
- Copy/copies of Work Order/LOA/LOI/Contract agreement etc. together with successful execution/completion certificate or documents like payment made or any other instruments in respect of furnished orders which can show the execution of the same as required for compliance of the above qualifying requirement. Bidder shall ensure that the Work Order/LOA/LOI/Contract agreement etc. no. & date appeared in all the above documents as submitted by them, which will be considered for the purpose of experience/credential.
- Bidder shall have to furnish valid Company registration certificate (in case of Company) or Partnership deed (in case of Partnership firm) or Affidavit (in case of sole proprietorship firm) etc. as the case may be. However, Government (Central/ State) Institution are exempted from submission of these documents.

#### **3.2 Financial Capability:**

##### **3.2.1 Average Annual Turnover (AAT): -**

Average annual financial turnover during last 03 financial years should be at least Rs. 8,40,000/- (Indian Rupees Eight Lakhs Forty Thousand only) .

#### **Note for Clause 3.2:-**



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

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

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

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

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

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

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

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

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

e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/ e-Token.

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

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

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



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in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours:-

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

(ii) Miss Armistha Kangsa Banik, e-mail: [armistha.banik1989@gmail.com](mailto:armistha.banik1989@gmail.com) (Contact No. : 8240124812).

Bidder have to pay the Cost of the Tender documents (non-refundable) as mentioned in clause 2.0 above only in the form of a Crossed Account Payee Demand Draft in favour of "Damodar Valley Corporation", payable at Kolkata, original in Envelope1. However, MSEs registered with any National Small Industries Corporation (NSIC) / Khadi & Village Industries Commission(KVIC) / District Industries Centre(DICs) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, small and Medium Enterprises (MoMSME), MSEs registered under Udyog Aadhar Memorandum(UAM) have not to pay the cost of the Tender documents subject to submission of scan copy of the documentary evidence like valid Registration Certificate from appropriate Govt. authority in Envelope1. Envelope1 (hard copy) should be received by DVC at the address given below during office hours, on or before the last date & time of Bid Submission/ Uploading period.

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

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

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

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

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

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

(i) Shri Pallab Mallick, DCE(M), C&M Deptt., DVC Towers, Kolkata  
e-mail: [pallab.mallick@dvc.gov.in](mailto:pallab.mallick@dvc.gov.in)  
Mobile no.-9631935501

(ii) Shri Sandip Chanda, SE(E), C&M Deptt., DVC Towers, Kolkata  
e-mail: [sandip.chanda@dvc.gov.in](mailto:sandip.chanda@dvc.gov.in)  
Mobile no.-9939350399

(iii) Shri Souvik Mondal, EE (E), C&M Deptt. , DVC Towers, Kolkata  
e-mail: [souvik.mondal@dvc.gov.in](mailto:souvik.mondal@dvc.gov.in)  
Mobile no.-7602773934



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

**6.0 ADDRESS FOR COMMUNICATION:**

Chief Engineer (E),  
C&M Department, DVC,  
DVC Towers, VIP Road, Kolkata-700054  
E-mail: [amitava.maity@dvc.gov.in](mailto:amitava.maity@dvc.gov.in), Tel No. 033-6607-2302

**7.0 COST OF BIDDING**

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

**8.0 CLARIFICATION ON TENDER DOCUMENTS**

A prospective Bidder requiring any clarification to the Tender documents may notify the Employer through e-mail to the two officers specially assigned for receiving Pre-Bid queries as mentioned in clause 5.0 above, within the date as mentioned in clause 2.0 (Bidding Schedule) above.

The Employer will respond in the Pre-Bid discussion and the Pre-Bid replies will be hosted through <https://etenders.gov.in/eprocure/app> within 5 days before the last date for submission of Bid. The Pre-Bid conference will take place at the communication address and on the date & time as given in clause 2.0 & 6.0 above.

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

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

**9.0 AMENDMENT TO TENDER DOCUMENTS**

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

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

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

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



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**10.0 PERIOD OF VALIDITY OF BID & LANGUAGE OF BID**

- 10.1 Bids shall remain valid for a period of 180 days from the closing date prescribed by the Employer for the receipt of Bids. A Bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.
- 10.2 In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses thereto shall be made by e-mail. If a bidder accepts to extend the period of bid validity, the validity of Bid security shall also be suitably extended. A bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will not be required nor permitted to modify its bid.
- 10.3 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

**11.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 11.1 The Bidder may modify or withdraw its Bid after submission/uploading, prior to the deadline prescribed for Bid submission/uploading. No Bidder will be allowed to withdraw or modify the Bid after deadline of submission/uploading.
- 11.2 Any Bidder can modify its on-line part of the submitted Bid and resubmit the Bid on-line as many times as he may wish, only before the deadline of submission/uploading of Bids.

Similarly, Bidder may withdraw his on-line part of the submitted Bid at any time before the last date and time of submission/uploading of Bid.

- 11.3 For offline part of Bids, Bidder's modifications of Envelope1 (if required for Envelope1) shall be prepared, sealed, marked as "**Bid Modifications- Envelope1**" and shall be address to the Employer at the address given in clause 6.0 above and bear the package name, NIT Number:

For withdrawal of the offline part of Bids after submission, the Bidder shall notify the Employer in writing. The notice of withdrawal shall be address to the Employer at the address given in clause 6.0 above and bear the package name, NIT Number and the words "**BID WITHDRAWAL NOTICE**". The Bid withdrawal notice shall be accompanied with valid authorisation to request such Bid withdrawal.

- 11.4 If the Bid withdrawal notice of any Bidder received before the Bid submission deadline, his EMD will be refunded / returned.
- 11.5 If the Bid withdrawal notice of any Bidder received after the Bid submission deadline and before opening of Envelope1, the Bidder will be disqualified alongwith forfeiture of his EMD and Envelope1 of remaining Bidders will be opened.

If the Bidder (to whom the Employer has issued the Letter of Award) withdraws his Bid after issuance of Letter of Award, then his EMD will be forfeited, other penal action may be taken and the Employer may go for re-tendering. In this re-tender, if restored by the Employer, such defaulting Bidder will not be allowed to participate.



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**12.0 DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE**

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

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

Envelope1 Shall comprises of the following: -

- (a) Documents in support of Cost of Tender Documents [Crossed Account Payee Demand Draft in favour of “Damodar Valley Corporation”, payable at Kolkata or, “Valid Registration Certificate from appropriate Govt. authority giving details such as — Validity, Stores, etc. applicable for MSEs registered with National Small Industries Corporation (NSIC) / Khadi & Village Industries Commission(KVIC) / District Industries Centre(DICs) / Khadi & Village Industries Board (KVIB) / Coir Board / Udyog Aadhar Memorandum (UAM) / Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, small and Medium Enterprises (MoMSME) for seeking exemption from the payment of Cost of Tender Documents”].
- (b) Documents in support of Bid security [“Hard copy of the Bid Security document as mentioned in clause 15.0 of this NIT” or, “Valid Registration Certificate from appropriate Govt. authority giving details such as — Validity, Stores, etc. applicable for MSEs registered with National Small Industries Corporation (NSIC) / Khadi & Village Industries Commission(KVIC) / District Industries Centre(DICs) / Khadi & Village Industries Board (KVIB) / Coir Board / Udyog Aadhar Memorandum (UAM) / Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, small and Medium Enterprises (MoMSME) for seeking exemption from the payment of EMD”].

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

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

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

1. Declaration in support of Technical QR & Financial QR as asked in NIT as per Attachment-1 of Envelope2 (Excel Sheet).
2. Declaration as per Attachment – 2 of Envelope2 (Excel Sheet).
3. Scan copies of the supporting documents in support of Technical QR [clause No. 3.1 of NIT Documents] as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.
4. Scan copies of the supporting documents in support of clause No. 3.2 of Financial QR as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.





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5. Scanned copy of Letter of Bid: This will be the covering letter of the Bidder for his submitted Bid duly signed by the Bidder. The content of the "Letter of Bid" printed/ typed on Bidder's letter head must be the same as per format given in Form No.1 of VOL-I of this NIT and it should not contain any other information.
6. Scanned copy of Notarized Power of Attorney (as per Form No. 5 of VOL-I of this NIT).
7. Scanned copy of Affidavit (as per Form No. 6 of VOL-I of this NIT) on a non-judicial stamp paper of Rs. 10 regarding genuineness of the declaration/information furnished by him/them online and authenticity of the supporting documents being produced by him/them.
8. Scanned copy of Acceptance of On Line Reverse Auction / Bidding (as per Form No. 7 of VOL-I of this NIT).
9. Scanned copy of details of Banker for Making Payment through RTGS/NEFT (Bank Certificate as per Form No. 8 of VOL-I of this NIT) & a cancelled cheque.
10. Scanned copy of Cost of Tender Document as mentioned at 12.1.(i) (a) above.
11. Scanned copy of Bid security document as mentioned at 12.1.(i) (b) above.
12. Scanned copy of DECLARATION ON BANNING POLICY as per Form No. 14 of VOL-I of this NIT.
13. Scanned copy of Declaration regarding Local content included in bid price as per Form No. 15 of VOL-I of this NIT.

**Bidders shall not be required to upload scanned copy of any other supporting document for Envelope2, except the above documents.**

**Please note that the Envelope1(in hard copy), Envelope2 (Excel Sheet) & Scan copy of the supporting documents for Envelope2 as uploaded by the Bidder should not contain any Bid price content entry. In case any Bid price (basic price) component is exposed in Envelope2 (Excel Sheet) or, any Scan copy of the supporting documents for Envelope2, then his Bid may be rejected outrightly by the Employer.**

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

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

1. Quoted Price as per Price Schedule No.-1 in BOQ1

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

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



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

**Submission/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.**

Please also note that in case any Bidder has uploaded the filled up “Envelope3 (Excel Sheet) in Template Format” along with filled up “Envelope2 (Excel Sheet), or, uploaded the scan copy of the filled up “Envelope2 (Excel Sheet) in Template Format” as supporting documents for Envelope1” during uploading of the Techno-commercial Bid, then his bid will be rejected out rightly by the Employer.

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

e) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

## **2. COMMERCIAL AND TECHNICAL DEVIATIONS**

No Deviation is permitted by DVC for this NIT.

The Bidders are advised that while making their Bid proposals and quoting prices, the above conditions may appropriately be taken into consideration.

Conditional Bid shall not be accepted under any circumstance by the Employer.

**Bidders may note that deviations, variations and additional conditions etc. found anywhere in the Bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of NIT Documents. In case Bidder refuses to withdraw the same unconditionally within a specific time frame, without any cost to the owner, his Bid is liable for rejection.**

- (iv) **Hard Copy (Offline) Submission of supporting documents as per the Terms & Conditions of the NIT:** Submission of the hard copies in Original / “self-authenticated and attested by Public Notary” of all the supporting documents for Envelope2 by the lowest evaluated Bidder after the Reverse Auction Process and as per the evaluation criteria as mentioned in clause 24 below of Volume-I, for DVC’s verification and record, who will be asked to submit the same by the Employer within 10 days from opening of Envelope3 (Excel Sheet) following the terms & conditions of this NIT. No additional time will be allowed to the L1 Bidder for producing the required documents. **Please refer clause No. 14.0 regarding submission of the above supporting documents.**

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



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- (i) "On Line Reverse Auction/Bidding" shall be conducted by the Employer between the Bidders, who are found eligible for participating in the Reverse Auction/Bidding by the Employer, following the procedure as mentioned in this NIT.
- (ii) After publishing the Reverse Auction /Bidding by the Employer in the e-tender portal, the eligible bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) can able to view the "Opening Price" i.e. the base price/ start price for On Line Reverse Auction/Bidding, the Bid Decrement value, Maximum Seal percentage, Start time & end Time.
- (iii) During the On Line Reverse Auction/Bidding, Bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction / Bidding:
- a) Auction Start Price/Opening Price.
  - b) Bid Decrement value/Price
  - c) Reverse Auction Start time & end time.
  - d) Best Bid in the Bidding (Current L1Price)
  - e) Bidders bid submitted date & time
  - f) Extensions, if any
- (iv) During the On Line Reverse Auction/Bidding, the above Bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) shall be permitted to place their **Next Bid Price / Final Price Offer** provided that his Bid Prices shall be less than a minimum bid decrement or in multiples of decremental value from the Last Bid Price received/displayed in the system up to above Max Seal %.

### **13.0 BID PRICES**

13.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from this NIT documents following the terms and conditions of the tender. Bidder(s) should study the tender documents carefully before quoting.

13.2 Bidders are required to quote the price for all the commercial, contractual and technical obligations outlined in the Tender documents.

13.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules.

### **13.4 PRICE BASIS**

The Contract Price shall be FIRM & FIXED during the entire execution of the Contract and inclusive of all taxes, duties, levies, cess, etc. including BOCW Cess, but only exclusive of Goods and Services Tax on the direct transactions between the Employer and the Contractor and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer & the Contractor.

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

### **14.0 BID OPENING & BID EVALUATION:**



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- 14.1** The Employer will open the hard copy of **Envelope1** (as received) off line for those Bidders who have successfully submitted their on-line Bids, in presence of Bidders' representatives, who choose to attend the opening on the time and at the communication address as stated in clause 6.0. **Envelope1** (as received) of the Bidder(s) who are not able to submit their on-line Bid successfully, the corresponding **Envelope1** shall be returned to the Bidder(s).

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

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.

The Employer will examine whether all the documents in in Envelope1 are generally in order.

**Envelope1 not accompanied by the hard copy of documents in support of Cost of Tender Documents and Bid security documents as mentioned in clause 15.0 of this NIT, will be rejected and not be considered for further evaluation, regardless of the circumstances.**

- 14.2** The Employer will then open **Envelope2 (Excel Sheet) & Scan copies of all supporting Supporting documents for Envelope2** online.

During verification of the Scan copies of all Supporting documents for Techno-commercial evaluation in support of Envelope2, if any of the supporting documents furnished by any Bidder for Envelope2 as asked in the NIT, is found to be not matching with that of the declarations submitted by the bidders online in Attachment-1 of Envelop2 (Excel Sheet), Attachment-2 of Envelope2 (Excel Sheet), Attachment-3 of Envelope2 (Excel Sheet) and not in accordance with the requirements set forth in the tender documents, which changes the eligibility status of the Bidder, then his Bid will be rejected outrightly by DVC.

Based on the evaluation of Envelope2 (Excel Sheet) & scan copy of all supporting documents for Envelope2, the Employer will notify the date of opening of Envelope3 (Excel Sheet) of all the techno-commercial compliant bidders through the e-tendering system to all the techno-commercial compliant bidders.

- 14.3** The Employer will then open “Envelope3 (Excel Sheet) in Template Format” of the above techno commercial Compliant Bidders only (as mentioned in clause 14.2 above). After opening of “Envelope3 (Excel Sheet) in Template Format” of all the techno-commercial compliant bidders, the Employer will carry out evaluation of the Price Bid as detailed below:

**PRICE BID EVALUATION**

The method of evaluation is illustrated below:

**Illustrative Method of Evaluation**

Any Bidder (In INR)

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1. **Quoted Bid Price** (after considering arithmetical errors, if any)
2. **Evaluated Bid Price** as per Price Schedule 1 in BOQ1 of “Envelope3 (Excel Sheet) in Template Format” = N

{**Note:** Above Price Bid evaluation will be carried out separately by the Employer for each Bidders (as mentioned in clause 12.1 above). Evaluated Bid Price of a Bidder will be considered as the **Initial Price Offer** of that Bidder.

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

{**Note:** Above Price Bid evaluation will be carried out separately by the Employer for each techno commercially compliant Bidders (as mentioned in clause 14.2 above). Evaluated Bid Price of a Bidder will be considered as the **Initial Price Offer** of that Bidder}.

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

The Employer will then conduct online Reverse Auction/Bidding after two (2) hrs. from opening of “Envelope3 (Excel Sheet) in Template Format”, within the Techno-commercially accepted Bidders who’s Initial Price Offer have been opened by the Employer, after eliminating the H-1 Bidder. However, if the techno-commercially compliant bidders are less than five, then all Techno-commercially accepted Bidders who’s Initial Price Offer have been opened by the Employer will be allowed to participate in on-line Reverse Auction/Bidding.

**ON LINE REVERSE AUCTION/BIDDING:**

- (i) The Bidder that submits the **lowest Final Price Offer** at the conclusion of online Reverse Auction/Bidding process, i.e. the Closing Price, shall be termed as the “L1 Bidder”.
- (ii) Similarly, the Bidders that submits the **next lowest Final Price Offer** at the conclusion of online Reverse Auction/Bidding process shall be termed as the “L2 Bidder”, “L3 Bidder” “L4 Bidder” and “L5 Bidder”, as the case may be.

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

- 14.5** The Employer will then intimate the L1 Bidder through e-mail to submit all hard copies of the Original / “self-authenticated and attested by Public Notary” of all the supporting documents for Envelope2 as submitted by the Bidder as scan copies as asked in the NIT, on any working day within 10 days of opening of the “Envelope3 (Excel Sheet) in Template Format”.

If the L1 Bidder fails to produce the documents within the specified period [i.e. on any working day within 10 days of opening of the Envelope3 (Excel Sheet)], or, if any of the hard copy of the supporting documents furnished by the L1 Bidder for Envelope2 as asked in the NIT, is found to be not matching during verification with that of the scan copies of the supporting



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documents for Envelope2 as uploaded by the same Bidder, which changes the eligibility status of the Bidder, then his Bid will be rejected outrightly with caution letter to refrain in future. In event of 2nd instances by the same Bidder in any DVC's Tender then EMD will be forfeited and the Bidder will be banned for one year from participating in future tenders of DVC.

**14.6 Note for Clause 14.0:** (i) During Bid evaluation the Employer may, at its discretion, ask the Bidder for a clarification on its Bid. The request for clarification and the response there to shall be through e-mail only, and no change in the price or substance of the Bid shall be sought, offered or permitted.

(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.

(iii) 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 & Nonconventional Energy Sources- Govt. of West Bengal' / 'Department of Power & Nonconventional 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

In case performance of any Bidder in any of the previous Contract of the Employer during the last 2 years is found "Unsatisfactory", the Employer reserve the right to considered the Bidder ineligible for participating in this tender and in such case no bidder/intending bidder shall have any claim arising out of such action.

**15.0 BID SECURITY (EMD)**

15.1 Bidders can pay the EMD through off-line mode, at their option, be either in the form of (i) a bank guarantee, or, (ii) DVC bonds duly endorsed in favour of DVC, or, (iii) Post office National Savings Certificate having face value equal to EMD value and duly endorse by the issuing authority in favour of DVC, or, (iv) Attested photocopy of certificate issued by DVC as permanent EMD account holder, or, (v) Pay-order/demand draft in favour of DVC.

In case of Bank Guarantee, the Bank Guarantee shall be irrevocable and operative till the validity of the offer and from a Bank as specified in the Annexure-1 of VOL-I of this NIT. However, any foreign bank not mentioned in the Annexure-1 of VOL-I of this NIT, but subsequently included in the scheduled list of RBI in the course of Bidding shall be accepted. The format of the bank guarantee shall be as per the format given at Form No.2 of VOL-I of this NIT.

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

Bid security shall remain valid for a period of 180 days from the closing date prescribed by the Employer for the receipt of Bids and beyond any extension of Bid validity subsequently requested, plus three months claim period thereafter.

However, Micro and Small Enterprises (MSEs) registered with any National Small Industries Corporation (NSIC) / Khadi & Village Industries Commission(KVIC) / District Industries



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Centre(DICs) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, Small and Medium Industries , MSEs registered under Udyog Aadhar Memorandum (UAM) shall be exempted from the payment of EMD subject to submission of the documentary evidence like valid Registration Certificate from appropriate Govt. authority. MSEs seeking such exemption must enclose valid registration certificate from appropriate Govt. authority as mentioned above giving details such as validity, stores, etc. in Envelope<sup>1</sup> and the same should be received by DVC at the address given in the NIT during office hours, on or before the last date & time of Bid Submission/Uploading period.

**15.2 Any Bid, not accompanied by an acceptable Bid security documents in Envelope<sup>1</sup> shall be rejected by the Employer as being non-responsive and this Bid shall not be opened further.**

15.3 The Bid securities of all the unsuccessful Bidders will be returned / refunded within 15 days after the finalisation of tender.

15.4 The Bid security of the successful Bidder to whom the Contract is awarded will be returned / refunded when the Bidder has furnished the required Performance Securities.

15.5 The Bid security may be forfeited without any notice or proof of damage to the Owner, etc. as per GCC clause 4A.

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

**16.0 CONTACTING THE EMPLOYER & AWARD OF CONTRACT**

16.1 Any effort by a Bidder to influence the Employer in the Employer's Bid evaluation, Bid comparison or contract award decisions may result in rejection of the Bidder's Bid.

16.2 The Employer will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

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

The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

**18.0 LETTER OF AWARD**

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

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

The Consultant shall indemnify and hold harmless the Employer from and against any and



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all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.

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

**19.0 SIGNING THE CONTRACT AGREEMENT**

Within 7 days from the date of issue of Letter of Award, DVC will send the successful Bidder the draft Contract Agreement in line with the bidding documents (as per Form 10 of NIT), incorporating all agreements between the parties. After receipt of the draft Contract Agreement, the Consultant should acknowledge and unconditionally accept, sign, date and return the final Contract Agreement on non-judicial stamp paper of appropriate value in duplicate within 14(fourteen) days from the date of issue of Letter of Award. If both parties simultaneously sign the contract across the table, further acknowledgement from the consultant is not required. Out of 2 sets of original Contract Agreement, the Consultant shall be provided with one signed original and the other will be retained by the Employer. Subsequent to signing of the Contract, the Consultant at his own cost shall provide the Employer with at least eight (8) scan copies and three (3) soft copies of the Contract Agreement(s) within thirty (30) days after signing of the Contract.

Non-execution of Contract Agreement by the Consultant within 30 days from the date of issue of Letter of Award, due to fault of the Consultant, will constitute sufficient ground for forfeiture of its EMD and shall short-close the Consultant and retender and in this retender such defaulting Bidder will not be allowed to participate.

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

**20.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

To ensure due performance of the contract, the Consultant receiving the LOA is required to furnish the required performance security within twenty-one (21) days from the date of issuance of Letter of Award, in the prescribed form by the specified date as mentioned in the Tender. Performance security should be for an amount equivalent to 03% of the ordered value in the form of "Unconditional Bank Guarantee as per the format provided in this Tender documents (Form No.9 of VOL-I of this NIT) from any Nationalised / Scheduled Bank (as per the list provided in **Annexure-1** of VOL-I of this NIT) and having validity up to 60(sixty) days beyond the date of completion of all contractual obligations of the Consultant" / in the form of Insurance Surety Bonds/ in the form of Account payee demand draft/ in the form of Fixed deposit receipt from a





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commercial bank/ in the form of online payment in an acceptable form. However, in case of delay in completion, the validity of this Bank Guarantee shall be extended by the period of such delay. The proforma of Bank Guarantee is enclosed as Form No. 9 of VOL-I of this NIT, from any Nationalized / Scheduled Bank (as per the list provided in Annexure-1 of VOL-I of this NIT).

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

In case the Consultant fails to submit the performance security within 30 days from the date of issuance of Letter of Award(LOA), DVC without any prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security and shall short-close the contract and re-tender and in this re-tender such defaulting Bidder will not be allowed to participate. Further, the Consultant shall be suspended for a period of 02(two) years from being eligible to submit Bids/Proposals for contracts with DVC.

Performance Security shall be refunded to the consultant contractor without interest, after he duly performs and completes all obligations under the contract but not later than a specified date [“365 days for Works Contract”] of end of the total comprehensive maintenance contract as specified in the Contract, as applicable.

No payment, whatsoever will be made till the acceptance of SDBGs as per the terms of the Contract.

In case banks refuse to issue BG having Claim Period separately, the validity period of the BG may be taken as warranty period plus six months.

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

**21.0 RISK PURCHASE CLAUSE:**

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

- i) After the expiry of the specified date of delivery/ completion period, a notice should be given to the vendor for delivering the material/ completion the work immediately.
- ii) If the Contractor/Vendor fails to deliver the material/ complete the work, a final risk and cost notice is to be served to the vendor by registered post with A/D/speed post, clearly indicating that if he fails to deliver the materials/ complete the work within specified period as per condition of contract after receipt of the letter, the same shall be outsourced/executed from other sources at the risk and cost of the vendor.
- iii) The existing order has to be closed and action to be initiated for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Vendor/Contractor should not be given an opportunity against fresh tender/enquiry.
- iv) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Vendor/Contractor.



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v) For the purpose of recovery of the amount, unpaid amount / security deposit/ SD by way of BG, provided by the vendor/contractor will be adjusted first, if there is any balance left to be recovered, the Vendor/Contractor should be informed to deposit the money at the earliest.

vi) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure.

vii) In case the amount is considerable, legal action may be considered by DVC.

viii) Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency.

In the event of recourse to alternatives as mentioned above, the Employer/DVC will have the right to re-purchase the stores or complete the work, to meet urgency in requirement caused by Contractor/Vendor's failure to comply with the schedule of delivery or completion of the work or services irrespective of the fact whether the materials /equipment/ work/ service are similar or not.

**22.0 CONTRACT PERIOD:**

Contract shall commence from the date of issuance of LOA (i.e Zero Date). However, the contract completion period shall be considered as eleven(11) months from the date of hand over of FR/DPR of respective project to the consultant. However, completion period shall be considered separately for KTPS and DTPS.

**23.0 Policy for withholding and Banning of Business Dealings**

**DEBARMENT:**

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

Debarment from Bidding: -

- I. A bidder shall be debarred if he has been convicted of an offence –
  - a) Under the Prevention of Corruption Act, 1988; or
  - b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- II. A bidder debarred under sub-section (I) or any successor of the bidder shall not be eligible to participate in a procurement process of DVC for a period not exceeding three years commencing from the date of debarment.  
Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- III. DVC may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the



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bidder has breached the code of integrity. DVC will maintain such list which will also be displayed on its website.

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

**Guidelines on Debarment of firms from Bidding: -**

The guidelines are classified under following two types: -

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

**A. Definitions:**

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

**B. Debarment of Firms only in DVC:**

1. Orders for Debarment of a firm/Contractor irrespective of whether it is known/approved or otherwise, shall be passed by DVC with the approval of HOP (in case the Contract issued from site / ED (C&M) in case the Contract issued from HQ), keeping in view of the following:
  - a) A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
  - b) Firms will be debarred if it is determined that the bidder has breached the code of integrity as mentioned in clause 2 below.



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- c) A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of DVC, warrants debarment for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.
- d) Before issuing the debarment order against a firm, it is to be ensured that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
- e) DVC will maintain list of debarred firms, which will also be displayed on its website and it shall not be circulated to other Ministries / Department. It will only be applicable to all establishment of DVC.
- f) Debarment is an executive function and should not be allocated to Vigilance Department.

2. Code of Integrity is reproduced as under:

- 2.1 Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of DVC and the bidders/ suppliers/ contractors/ consultants/ service providers involved in procurement process must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to sign declarations to this effect periodically and in various Procurement decisions (including Need Assessment). The bidders/ suppliers/ contractors/ consultants/ service providers should be asked to sign a declaration for abiding by a Code of Integrity for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers/ contractors/ consultants/ service providers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
- 2.2 Procuring authorities as well as bidders, suppliers, contractors and consultants/ service providers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
  - a) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
  - b) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
  - c) **"Anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;



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- d) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- e) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of DVC who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from DVC with an intent to gain unfair advantage in the procurement process or for personal gain; and
- f) **“Obstructive practice”**: materially impede DVC's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information.

Note on Conflict of Interest in case of consultants:

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



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who are directly or indirectly involved in any part of: (i) the preparation of ToR for the assignment; (ii) selection process for the contract; or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and execution of the contract.

**2.3 Obligations for Proactive Disclosures:**

- i) Procuring authorities as well as bidders, suppliers, contractors and consultants/ service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above — pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the Procuring Entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidders' actions in the tender and subsequent contract.

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

- i) If his bids are under consideration in any procurement:
  - a. Forfeiture or encashment of bid security
  - b. Calling off of any pre-contract negotiations, and;
  - c. Rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded:
  - a. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
  - b. Forfeiture or encashment of any other security or bond relating to the procurement;
  - c. Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;



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iii) Provisions in addition to above:

- a. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
- b. In case of anti-competitive practices, information for further processing may be filed under a signature of the Member (Secretary), DVC, with the Competition Commission of India;
- c. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**C. Debarment of Firms beyond the jurisdiction of DVC:**

Where DVC is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments of GOI by debarring the firm from taking part in any bidding procedure floated by the concerned Central Government Ministries/ Departments, DVC after obtaining the approval of the Chairman, DVC, will forward to DoE, MoF, GOI with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. However, DVC, before forwarding the proposal to DoE, MoF, GOI will ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by the firm).

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

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

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

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

**D. Effect of Debarment/ Banning:**

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



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

2. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
3. Existing Contracts before issuance of debarment order shall not be affected by the debarment orders.
4. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".
5. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
6. The period of debarment shall start from the date of issue of debarment order.
7. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.
8. Ordinarily, the period of debarment should not be less than six months.
9. In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

**E. Debarment Procedure:**

- (i) User department or Engineer in charge will move the case which will be processed by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ and put up for approval from HOP in case the Contract issued from site / ED (C&M) in case the Contract issued from HQ, after vetting of Legal Department. In cases where investigation has been carried out by Vigilance Department or CBI etc. the Notice of default will also be vetted by vigilance department before issuance. However, where TAA is Board or Chairman approval from concerned Member to be obtained.
- (ii) After obtaining approval, a Show Cause Notice will be issued by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ indicating clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations.
- (iii) The firm/contractor may be given a period of 30 days to submit their representation if any, against the Show Cause Notice, including personal hearing if requested by firm.
- (iv) Thereafter, the appropriate debarment order may be issued by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ, only after perusing the





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representation of the firm/contractor, if any, received in reply to Show Cause Notice incorporating the reasons for taking such action and vetting of Legal Department.

- (v) In case no reply to show cause notice is received within stipulated time, appropriate speaking order for debarment shall be passed ex-parte.
- (vi) The order must specifically mention the fact that the reply to the show cause Notice, if any, has been considered by the said authority. The ex-parte order shall contain the fact that the reply to show cause notice has not been received within stipulated time.
- (vii) The entire process of banning to be completed within 45 days from the date of show cause notice.

**F. Revocation of Debarment Orders by DVC:**

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

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

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

**24.0 Preference to Make In India and granting of purchase preference to local suppliers:**

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



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**24.1.0 Definitions:**

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

**24.2.0 Verification of Local Content:**

The Bidder shall be required to provide, in Form No. 15 self-certification / declaration that the Item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

In cases the total bid price of the supplier / bidder is in excess of INR 10 crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

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

**24.3.0 Local Sourcing:**

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



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applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

- 25.0** Any “Bidder”, “Sub-contractor(s) for works” and “procurement of goods by the bidder directly/indirectly from the vendors” from a country which shares a land border with India, will be eligible to bid in this tender only if they are registered with the Competent Authority as mentioned in the Department of Expenditure, Public Procurement Division, MOF vide F.No.6/18/2019-PPD dated 23/07/2020 (Public Procurement No.1 & Public Procurement No.2) and dated 24/07/2020 (Public Procurement No.3) and its subsequent revisions/amendments issued by MoF, GOI or, by MoP, GOI time to time. However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

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

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

**26.0 GENERAL CONDITIONS OF CONTRACT (GCC):**

Order will be placed by DVC are subject to the terms and condition as mentioned in this Tender documents and also will be guided by DVC’s General Conditions of Contract(GCC), as uploaded separately with this NIT. However, Special Conditions of Contract (SCC) and all other terms and conditions of this Tender documents, shall supplement/amend the corresponding clause of this GCC. Wherever there is a conflict, the provisions in SCC as mentioned below and all other terms and conditions of this Tender documents shall prevail over those in this GCC.

**27.0 SPECIAL CONDITIONS OF CONTRACT (SCC):**

- A. Definition :** Add the following definitions in GCC clause No.1

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

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

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

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



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

- B. Specification of job shall be as per VOL –II of this NIT documents.
- C. Price Basis shall be as per clause No. 13.4 of this Tender documents.
- D. Period of validity of Bid shall be as per clause No. 10.0 of this Tender documents.
- E. Taxes, Levies and Duties shall be as per clause No. 13.4 of this Tender documents.
- F. All payment to the Consultant will be released through RTGS/NEFT only.
- G. No Deviation is permitted by DVC for this NIT.
- H. Guarantee/Warranty: Guarantee / Warranty is not applicable for this NIT
- I. Terms of Payment shall be as per Appendix-1 to the form of Contract Agreement.
- J. Performance Security (SDBG) shall be as per clause No. 20.0 of this NIT Documents.
- K. BID SECURITY (EMD) shall be as per clause No. 15.0 of this NIT Documents.
- L. **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS** (Reference Clause no. 13 of GCC):

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

In case of delay in total Completion period of Eleven (11) months, for the reasons attributable to the contractor, DVC reserves the right to recover from the contractor, a sum equivalent to 0.5% of the value of the delayed work for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD).

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

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

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

In the event of recourse to above alternatives, DVC will have the right to re-purchase/ outsource the stores/works & service, to meet urgency in requirement caused by Contractor’s failure to



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comply with the completion of the work, irrespective of the fact whether the materials/works/service are similar or not.

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

**28.1 Definition of Key Terms – Reverse Auction/Bidding:**

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

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

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

**Client:** Client is DVC.

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

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

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

**Duration of the Reverse Auction / Bidding:** It refers to the length of time the price discovery process is allowed to continue by accepting Bids from competing Bidders. The duration of the Reverse Auction/Bidding would normally be for a pre-specified period of time. However, the Bidding rules may state the conditions when the pre-specified duration may be extended/ curtailed. All timings of the online Reverse Auction / Bidding shall be based on the time indicated by the server.

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

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



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

**28.2 Reverse Auction/Bidding Extension Time:**

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

**28.3 Post Reverse Auction/Bidding Procedure:**

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

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

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

- 1) The philosophy followed for Reverse Auction / Bidding shall be English Reverse (No ties).



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- 2) There will not be any public opening of Reverse Auction / Bidding.
- 3) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc. before start of the online Reverse Auction / Bidding.
- 4) At no point of time will any Bidder can see names of the other Bidders.
- 5) Upon receipt of the system report after completion of the Online Reverse Auction / Bidding, Closing Price will be considered for further processing. DVC's decision on award of contract shall be final and binding on all the Bidders.
- 6) DVC reserves the right to cancel/reschedule/extend the Reverse Auction / Bidding process/tender at any time, before ordering, without assigning any reason.
- 7) DVC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of DVC shall be binding on the Bidders.
- 8) Other terms and conditions shall be as per Bidder's Techno-Commercial Proposals and as per DVC's Tender documents and other correspondences, if any, till date.
- 9) Bidders shall ensure online submission of their 'Bid Price' for Reverse Auction / Bidding Period within the online Reverse Auction / Bidding Period.
- 10) DVC/DVC's authorized service Provider will provide all necessary training and assistance before commencement of Reverse Auction / Bidding, if asked by any Bidder before the date of opening of Envelope3(Excel Sheet)-Price Bid. DVC/DVC's authorized service Provider shall also explain the Bidders, all the rules related to the Reverse Auction / Bidding Rules to be adopted along with Reverse Auction / Bidding Manual.
- 11) Business rules for Reverse Auction / Bidding like event date, time, Bid decrement, extension etc. shall be as per the rules, enumerated above, for compliance.
- 12) Bidders should acquaint themselves of the 'Business Rules of Reverse Auction / Bidding' stipulated at above.
- 13) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, action as per extant DVC guidelines, shall be initiated by DVC.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
- 15) Period of validity of Prices received through Reverse Auction / Bidding shall be same as that of the period of validity of Bids offered.
- 16) Bidders may note that, although extension time is 'X' minutes, there is a time lag between the actual placing the Bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last minute



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hosting of the Price Bid.

- 17) Participating Bidder will agree to non-disclosure of trade information regarding the purchase, identity of DVC, Bid process, Bid technology, Bid documentation and Bid details.
- 18) It is brought to the attention of the Bidders that the Bid event will lead to the final price only.
- 19) Order finalization and post order activities would be transacted directly between successful Bidder and DVC.
- 20) Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.
- 21) No queries shall be entertained while Reverse Auction / Bidding is in progress.
- 22) DVC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
- 23) Bidders may note that it may not be possible to extend any help, during Reverse Auction / Bidding, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.
- 24) For access to the Bidding site, the following URL is to be used: <https://etenders.gov.in/eprocure/app>. For user guidance please follow the manual which is there in the website.
- 25) **Final rate of individual items of the L1 Bidder shall be calculated on the basis of final percentage (%) of reduction/ decrement during e-Reverse Auction / Bidding from the initial price offer as received from that L1 Bidder.**

**28.6 User Help:**

- 1) Log on to <https://etenders.gov.in/eprocure/app>
- 2) Enter your Login ID & Password. Click on the link "Login".
- 3) You will reach your account Home Page, Click on the tab "Live auctions" on and then click to view the auction information against respective the tender ID no. & Title
  - Check points for starting real time Bidding
  - Check the details of Reverse e-Auction participating for,
  - Had taken the vendor training
  - Correct Item name that is set for Reverse e-Auction

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





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**ANNEXURE-1**

**LIST OF COMMERCIAL BANKS AS PER RBI (SOURCE RBI WEBSITE DT. 08-06-2012)**

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



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42. Karnataka Bank
43. Karur Vysya Bank Limited.
44. Lord Krishna Bank Ltd.
45. Mashreqbank psc
  
46. Mizuho Corporate Bank Ltd.
47. Oman International Bank S A O G
48. Oriental Bank of Commerce
49. Punjab & Sind Bank
50. Punjab National Bank
51. Societe Generale
52. Sonali Bank
53. Standard Chartered Bank
54. State Bank of Mauritius Ltd.
55. SBI Commercial and International Bank Ltd.
56. State Bank of Bikaner and Jaipur
57. State Bank of Hyderabad
58. State Bank of India
59. State Bank of Indore
60. State Bank of Mysore
61. State Bank of Patiala
62. State Bank of Saurashtra
63. State Bank of Travancore
64. Syndicate Bank
65. The Bank of Nova Scotia
66. The Bank of Tokyo-Mitsubishi, Ltd.
67. The Development Bank of Singapore Ltd. (DBS Bank Ltd.)
68. The Hongkong & Shanghai Banking Corporation Ltd.
69. Tamilnad Mercantile Bank Ltd.
70. The Bank of Rajasthan Limited
71. The Dhanalakshmi Bank Limited.
72. The Federal Bank Ltd.
73. The HDFC Bank Ltd.
74. The Jammu & Kashmir Bank Ltd.
75. The Nainital Bank Ltd.
76. The Sangli Bank Ltd.
77. The South Indian Bank Ltd.
78. The Ratnakar Bank Ltd.
79. The Royal Bank of Scotland N.V.
80. The Lakshmi Vilas Bank Ltd
81. UCO Bank
82. Union Bank of India
83. United Bank Of India
84. Vijaya Bank
85. Yes Bank



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**FORM NO 1. LETTER OF BID**

To,  
The .....

Sub:.....

Ref: NIT No: ..... &

**Dear Sirs,**

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

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

OR

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

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

We hereby confirm our acceptance of all the terms and conditions of the NIT document including its subsequent amendments (if any) & clarifications (if any), unconditionally.

**Yours faithfully,**

**(Signature of Bidder,**

**OR, Authorized person of bidder,**

**OR, DSC Holder bidding online with authorization from bidder)**

**1. Name of Authorized Signatory**



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**2. Type of Authorization**

**3. Name of the Bidder**

**4. Address**

**5. E-Mail Address**

**6. Mobile Number**

**7. FAX Number**

**8. Telephone Number**

**9. Place**

**10. Date**



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**FORM NO. 2. BID SECURITY- BANK GUARANTEE FORM**

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

**PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT (BID SECURITY)**

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 NIT bearing No.....dated ..... we, M/s.  
.....(Name & full address of the firm)  
(Hereinafter called the Tenderer) hereby submit the Bank Guarantee:

**Whereas to participate in the said tender for the following work:**

“.....”

It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs. .... in respect to the tender, with Damodar Valley Corporation (\*) (hereinafter referred to as “Corporation”) by a Bank Guarantee from a Nationalized Bank/ Schedule Bank/Foreign Bank irrevocable and operative till the validity of the offer (i.e. 180 days from the date of techno-commercial bid opening) for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

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

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

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



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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 upto .....and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the ..... all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

**(Bank's common seal)** .....

In presence of:

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

(1) \_\_\_\_\_

(2) \_\_\_\_\_

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



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**FORM NO. 3: FORM OF EXTENSION OF BANK GUARANTEE**

Ref. No. :

Date.....

To,

\*Damodar Valley Corporation,

Sub : Extension of Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs.

..... Favouring yourselves, expiring on ..... on account  
of M/s ..... in respect of NIT/LOA, etc.....Dated.....

(Hereinafter called original Bank Guarantee)

Dear Sirs,

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

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

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

Yours faithfully,

for.....

Manager/Agent/Accountant

Dated.....

SEAL OF BANK

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

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



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

**(A) BANK GUARANTEE VERIFICATION CHECKLIST:**

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





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

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



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**FORM NO 5. POWER OF ATTORNEY**

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

TO WHOM IT MAY CONCERN

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

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

Thanking you

Yours faithfully

.....

<Signature of the Attesting Authority of the Company>

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

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

.....

.....

Stamp

**Notarized by**

.....

.....

Stamp



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**Form No 6 : PROFORMA FOR AFFIDAVIT TO BE SUBMITTED**

**(For genuineness of the information furnished and authenticity of the documents produced for verification in support of his eligibility)**

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

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

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

1. I/We am/are submitting tender for supply / works / services of ..... against NIT no. .... dated ..... vide Bid ID .....
2. All declaration furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

3. I/We and or Our affiliates is / are not banned / suspended by DVC / Ministry of Power/ Govt. of India / Department of Power & Non-conventional Energy Sources, Govt. of West Bengal / Government of West Bengal/ Department of Energy, Government 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 / Government of West Bengal / Department of Energy, Government 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 and banning / delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.

**Signature of the Tenderer**

**Dated:**

**Signature and Seal of Notary**



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

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

We, \_\_\_\_\_(Supplier Name) having registered office at,

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

Name & Designation:

e-mail ID :

Contact Phone Nos:

Address :

(Signature & Seal)

Place:

Date:



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**FORM NO 8. DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT (To be submitted on Bidder's Letter Head)**

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

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

Date: (Authorised Signatory)

Place: (Printed Name)  
(Designation)

.....

(Name) .....  
Address.....

(Company Seal)

Bank Certification:

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

Date: (Authorised Signatory)

Place: (Name) (Designation)  
(Authorisation No.) (Bank Seal)



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**FORM NO. 9: SECURITY DEPOSIT-CUM- PERFORMANCE BANK GUARANTEE FORM**

**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE**

**(To be stamped in accordance with Stamp Act, if any, of the country of Issuing Bank)**

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

To  
Damodar valley Corporation  
DVC Towers,VIP Road,Kolkata-700054

Dear Sir,

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

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

The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Corporation shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and



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either to enforce or forbear to enforce any covenants, contained or implied in the contract between the Corporation and the Contractor or any other course of remedy or security available to the Corporation. The Bank shall not be released of its obligations under these presents by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of commission or omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to .....(BG Value).....and i t shall remain in force up to and including.....(@days/months/years) and shall be extended from time to time for such period as may be desired by .....(Contractor's Name).....on whose behalf this guarantee has been given.

Dated this .....day of -----(YYYY) at .....(Place).....

(SIGNATURE) .....  
(NAME) .....

-----  
(DESIGNATION WITH BANK STAMP)

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

In presence of

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

1) .....  
.....

2) .....  
.....

\*Mention the relevant along with reference number.

@This date shall be up to 60(sixty ) days beyond the end of the Defects Liability /Warranty Period as specified in the Contract.

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



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**FORM NO. 10: FORM OF CONTRACT AGREEMENT**

This CONTRACT AGREEMENT is made on the ..... day of .....20.....

BETWEEN

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

and

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

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

NOW IT IS HEREBY AGREED as follows:

**Article 1:- Contract Documents:**

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

- (a) This Contract Agreement and the Appendices hereto
- (b) All correspondence between the Employer & the Contractor in between issuance of Letter of Award & Signing of Contract Agreement
- (c) Letter of Award
- (d) Pre-bid replies & Amendment/Corrigendum/etc of NIT.
- (e) NIT including Tender documents
- (f) The Bid and Price Schedules submitted by the Contractor

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

**1.3 Definitions :** Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract /NIT/Special Conditions of Contract.

**Article 2:- Contract Price and Terms of Payment:**

**2.1 Contract Price:** The Employer hereby agrees to pay to the Contractor the Contract Price in





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

**2.2 Terms of Payment:** The terms and procedures of payment according to which the Employer will pay/reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

**Article 3:- Effective Date for determining the time Period of the Contract:**

**3.1 Effective Date:** The Effective Date for determining the time Period of the Contract shall be determined from the date of Letter of Award i.e LOA date (Zero date).

**Article 4:-** It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt. of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

**Article 5:- Appendices:** The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

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

Signed by for and on behalf of the Employer

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Contractor



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[Signature]

[Title]

in the presence of

**CONTRACT AGREEMENT**

dated the.....day of....., 20\_

**BETWEEN**

["the Employer"]

and

["the Contractor"]

**APPENDICES**

Appendix 1 Terms and Procedures of Payment



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**APPENDIX – 1**

**TERMS AND PROCEDURES OF PAYMENT**

**(A) TERMS OF PAYMENT:**

1. The payment under this contract shall be made on fulfilling the following:-

A. (i) Acceptance of Letter of Award (LOA) and Signing of the Contract Agreement.

(ii) Submission of an unconditional Bank Guarantee towards Performance Security in respect of Contract initially valid up to 60(sixty ) days beyond the end of the total comprehensive maintenance contract as specified in the “Scope of work and technical specification”. However, in case of delay in completion, the validity of this Bank Guarantee shall be extended by the period of such delay. The proforma of Bank Guarantee is enclosed as Form No. 9 of VOL-I of this NIT, from any Nationalized / Scheduled Bank (as per the list provided in Annexure-1 of VOL-I of this NIT)

(iii) Submission of a detailed work schedule & mobilization schedule and its approval by the Employer.

**2.1 Payment Schedule:**

Activity	KTPS (2X800MW)	DTPS (1X800MW)
After submission of Form1, Draft TOR and Prefeasibility Report to MoEF&CC	20% of total contract price.	20% of total contract price.
After getting TOR from MoEF&CC	25% of total contract price.	25% of total contract price.
After submission of EIA Report	30% of total contract price.	30% of total contract price.
After EC Presentation before MoEF&CC	25% of total contract price.	25% of total contract price.

Payment for each of the above mentioned milestones of Payment Schedule shall be done as per payment terms below:

- (i) Payment of Ninety Percent (90%) of the price component will be made on completion of tasks and on certification by the Project Manager against RA bills
- (ii) Payment of Ten Percent (10%) of the price component will be made after successful Completion of entire Scope of Work as per the contract and its certification by the Project Manager.
- (iii) Goods and Services Tax(GST) on direct transaction between the Consultant and Employer will be reimbursed at actual
- (iv) Payment schedule shall be considered separately for KTPS and DTPS against completion of each activity.



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**Payment Terms for Taxes, Duties, levies, cess, etc.**

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

**B) PAYMENT PROCEDURES**

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

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

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



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**FORM NO. 11 : DECLARATION ON BANNING POLICY**

Bidder's Name and Address :

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

- 1) We have read the contents of the Banning Policy of DVC attached with this BIDDING document and agree to abide by this Policy.

Further, in terms of requirement under Banning Practices we hereby declare that in case where the business firm happens to have been banned / suspended by 'any establishment of DVC' / 'Ministry of Power - Govt. of India' / 'Department of 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 in Jharkhand.

- 2) We further declare that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, DVC shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee .

Date : (Designation).....

Place : (Printed Name).....



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

Bidder's Name and Address:

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

Dear Sir,

We hereby declared the followings: -

1.0 We confirm that we are a Class-I Local supplier, and the Local content in our quoted price is ..... % of the total quoted price as per the details given below:

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

Further, we confirm the following:

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

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

(Signature).....

Date :

(Designation).....

Place :

(Printed Name) .....

(Common Seal) .....

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



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**VOLUME-II**

**Scope of Work**

**Objective:** To conduct Environment Impact Assessment (EIA) and other related studies and preparation of Environment Management Plan (EMP) on overall basis, as may be necessary for obtaining Environment Clearance for Koderma Thermal Power Station (KTPS), (2X800 MW) and Durgapur Thermal Power Station (DTPS), (1X800 MW) from Ministry of Environment, Forest & Climate Change, Government of India.

<b>Location of the Projects</b>		
<b>Sl. No</b>	<b>Station</b>	<b>Address</b>
1	Koderma Thermal Power Station (KTPS), (2X800 MW)	KODERMA THERMAL POWER STATION, DAMODAR VALLEY CORPORATION, BANJHEDIH, KODERMA, DIST.-KODERMA, PIN- 825421, STATE- JHARKHAND
2	Durgapur Thermal Power Station (DTPS), (1X800 MW)	DURGAPUR THERMAL POWER STATION, DAMODAR VALLEY CORPORATION P.O.: DTPS (near Waria Railway Station) Pin - 713207: DIST.- PASCHIM BARDHAMAN, WEST BENGAL

Damodar Valley Corporation (DVC) desires to install two units i.e. 2X800 MW Ultra Supercritical unit at Koderma Thermal Power Station and one unit i.e. 1X800 MW Ultra Supercritical unit at Durgapur Thermal Power Station.

**Scope of Services for KTPS, (2X800 MW) & DTPS, (1X800 MW)**

The Consultant shall be responsible for the complete scope of the consultancy assignment as mentioned herein below. Notwithstanding the terms mentioned below, the Consultant is expected to include in their scope, all activities deemed necessary for obtaining Environment Clearance for both KTPS & DTPS

The scope of services broadly shall consist of the following towards obtaining Environmental Clearance of the projects from MOEF&CC, GOI:

1. Preparation of Form-1, Pre- feasibility Report and Proposed TOR for EIA Study and submission of the same to MOEF& CC, GOI.
2. Presentation to MOEF&CC, GOI about site and project related features, including proposed TOR for EIA Study.
3. Receipt of TOR from MOEF&CC, GOI.
4. Preparation of Draft EIA Report based on one season field study.
5. Submission of EIA Report/ EMP and other related documents to State Pollution Control Board for conducting Public Hearing, if required.
6. Presentation before State Pollution Control Board & Statutory bodies, if required.



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7. Assistance & Attending in conducting Public Hearing, if required.
8. Preparation of Final EIA Report and EMP taking consideration the outcome/recommendations received during the public hearing.
9. Submission of Final EIA /EMP Report along with all related documents to MOEF&CC, GOI.
10. PPT presentations and providing clarifications to MOEF&CC, GOI and time to time assistance with MOEF&CC till obtaining Environmental Clearance.
11. All requisite forms (online/offline) for obtaining of EC are to be filled by Consultancy on behalf of DVC considering the inputs of DVC.

**Details of the Scope:**

**1. Filling-up of On-line Application**

Preparation of Form-1, Pre- feasibility Report and Proposed TOR for EIA Study and submission of the same to MOEF& CC, GOI.

Consultant will assist in filling-up of On-line Application Form and propose ToR of EIA study in the On-line Application Form for seeking approval from MoEF&CC.

Presentation to MOEF&CC, GOI about site and project related features, including proposed TOR for EIA Study.

Receipt of TOR from MOEF&CC, GOI.

Consultant will assist DVC to provide clarifications on the ToR proposed in On-line Application Form at the time of evaluation by the Expert Appraisal Committee of MoEF&CC.

**2. Baseline Data Generation**

Consultant will carry out the following work to assess the baseline environmental conditions within the Study Area. The proposed baseline data generation work to be carried out by Consultant as stated below is tentative, subject to approval of MoEF&CC before commencing the actual monitoring work.

The study area considered for baseline data generation will be taken as 10km radius around the project boundary. Baseline data generation for the study area will be carried out with respect to micro-meteorology, air, water, noise, soil, ecological features, socio-economic features, traffic volume and land use.

**3. Micro-meteorology and Ambient Air Quality (AAQ)**

Consultant will record site-specific micro-meteorological parameters like dry bulb/wet bulb temperatures, cloud cover, wind speed, wind direction, rainfall for a continuous period of 90 days.

Consultant will set up 8 (eight) AAQ monitoring stations at different locations within the study area to record the level of air borne pollutants such as respirable suspended particulate matter below 10 micron (PM10) and below 2.5 micron (PM2.5), sulphur dioxide (SO2), oxides of nitrogen (NOx), carbon





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monoxide (CO), and ozone. etc. as per NAAQS. The frequency of monitoring will be weekly twice of 24 hrs duration for 12 (twelve) weeks only.

**4. Ambient noise level**

Consultant will record the ambient noise level at hourly intervals for 24 hours at 8 (eight) selected locations only once to arrive at Leq (day) and Leq (night) noise levels.

**5. Soil quality**

Consultant will record the top soil quality at 4 (four) different locations within the Study area in respect of texture, nutrients level, sodium absorption rate (SAR), moisture holding capacity, infiltration rate and heavy metal content.

**6. Water quality monitoring**

Consultant will monitor the surface water quality at 8 (eight) different locations in the existing surface water bodies and streams within the study area. The frequency of monitoring will be once in a month for three months in one dry season. The parameters to be monitored will be of 30/32 parameters as required by the Regulating Authorities.

Consultant will monitor the ground water quality at 10 (ten) different locations within the study area including areas near the ash pond/proposed locations of solid wastes storage. The frequency of monitoring will be once in a month for three months in one dry season. The parameters monitored will be as per IS 10500-1991.

Consultant will monitor the waste water quality at the different discharge points outside the plant boundary. The parameters to be monitored will be of 30/32 parameters as required by the Regulating Authorities.

**7. Terrestrial ecological status**

Consultant will broadly ascertain the terrestrial ecological status of the study area in respect of vascular plant species, endangered species, crops and faunistic status.

**8. Aquatic ecological status**

Consultant will ascertain the aquatic ecological status of the surface water bodies within the Study area in respect of nutrients level, planktons, primary productivity and aquatic fauna.

**9. Land use study**

Consultant will prepare the pre-project land use map of the study area based on Survey of India (S01) Toposheets, Satellite Imagery & other published information/maps and validation by Ground Truth Survey.



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**10. Demography and socio-economic status**

Consultant will record the demographic status of the study area based on Census-2011 and broadly indicate the prevailing socio-economic status of the study area as required for EIA study.

**11. Geo-hydrological Study**

Consultant will ascertain the geo-hydrological status of the study area based on primary and secondary sources of information on seasonal bore well water level drawdown & recovery rates, ground water movement etc.

**12. Compilation and Interpretation of Baseline Data**

For the purpose of having EIA of the proposed Project, Consultant will compile the baseline data and available information from primary and all secondary sources, in respect of air, water, soil, land use, socio-economic status, demography etc., based on one dry season only.

Consultant will also compile the relevant project parameters from the approved PFR and any other project related information made available by DVC at the time of EIA Report preparation.

**13. Preparation of Drawings/Figures**

Consultant will prepare the relevant drawings and figures for the purpose of preparation of EIA Report.

**14. Preparation of EIA Report with Mitigation Measures**

In accordance with MoEF&CC guidelines for EIA Report contents, Consultant will prepare the EIA Report including Environment Management Plan (EMP), Risk Assessment and On-site Disaster Management Plan (DMP) based on the project parameters indicated in the approved PFR, and baseline data generated in accordance with the ToR approved by MoEF&CC.

Impact of air emissions (PM, NO<sub>2</sub> and SO<sub>2</sub>) on ambient air quality within the study area will be done based on the emissions from the existing project facilities. For the same, details of air emissions, stack height, stack diameter, flow rate will be obtained from the FR/ TEFr / DPR / CPFr and from DVC. Impact on ambient air quality in terms of Ground Level Concentration (GLC) of air pollutants (PM, NO<sub>2</sub> and SOA) will be predicted by using computerized dispersion models.

**15. Technical/Public Hearing Assistance**



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Consultant will assist DVC by providing necessary EIA related inputs at the time of Public Hearing (PH) to be arranged by State PCB and DVC, if required.

Consultant will provide technical assistance to DVC by way of giving clarifications to the queries raised by the Regulating Authorities on the EIA Report within the time schedule.

**16. Deliverables:**

Consultant will prepare and submit the following Reports and documents to DVC as per the schedule mentioned below:

.....

.....

	<b><u>Final</u></b>
<b><u>Copies</u></b>	
Filled-in Application Form	3 Hard + 1 soft copy
Baseline monitored data	1 Hard + 1 soft copy
Preliminary Draft EIA Report for DVC's comments	.....
Summary of EIA Report for PH purpose	2 Hard + 1 soft copy
Final Draft EIA Report for PH purpose	20 Hard + 1 soft copy
Draft Final EIA Report (after incorporating PH comments).	3 Hard + 1 soft copy
Final EIA Report (after incorporation of PH comments).	3 Hard + 1 soft copy

.....

NB: every draft copy is to be submitted in soft copy

.....

**17. DVC's Scope of activities:**

DVC shall submit necessary application to the concerned Govt. authorities as required for the purpose. However, the applications shall be prepared by the Consultant.

Soft Copy of approved FR/DPR along with all information shall be provided by DVC.

Project specific data will be provided as per availability. However, this will not be a constraint in any way for completion of work and commercial terms are free from such issues. All other facilities, as required for completion of the work, would be arranged by the Consultant during actual execution of work without any additional cost burden to DVC.

DVC shall appeal to concerned Statutory Authority for obtaining clearance against the project from environmental angle supported by EIA study report and the Consultant shall represent and defend EIA Study Report to be finalized by them.



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Fees as required for obtaining NOC/ Statutory Clearance would be arranged by DVC.

**18. Completion Period:**

Contract shall commence from the date of issuance of LOA (i.e. Zero Date). However, the contract completion period shall be considered as eleven (11) months from the date of hand over of FR/DPR of respective project to the consultant. The consultant shall submit activity wise time schedule matching with the completion period during kick off meeting which will be held within 7 days after receipt of the LOA/work order whichever is earlier. However, completion period shall be considered separately for KTPS and DTPS.

**19. EIA and EMP Documentation:**

Requisite copies of the Draft EIA/EMP Report would be submitted to DVC for review and acceptance. Comments of DVC received on the Draft Report will be incorporated to prepare the Final Draft Report.

**20. Submission of EIA Report/ EMP and other related documents to State Pollution Control Board for conducting Public Hearing**

The Consultant shall prepare requisite hard and soft copies of the Draft EIA Report and Environment Management Plan for submission to the State Pollution Control Board for conducting Public hearing, if required.

**21. Presentation before State Pollution Control Board & Statutory bodies, if required**

The Consultant, if required, shall make presentation before State Pollution Control Board & statutory bodies on the EIA Report and provide clarifications to the authorities concerned.

**22. Assistance in conducting Public Hearing**

The Public hearing shall be conducted by the State Pollution Control Board as per the laid down procedure. The Consultant shall provide necessary technical assistance to the SPCB authorities for smooth conductance of Public hearing.

**23. Contract Review Meetings**

To review the progress of work and to resolve various outstanding issues, Contract Review Meeting (CRM) shall be held periodically at office of DVC,



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Kolkata. Both DVC and the Consultant shall depute their key personnel for the CRM.

**24. Handling of Documents/ Confidentiality**

All documents, data and specifications etc. prepared by the Consultant in connection with the services to be provided by the Consultant under the Work Order shall be property of DVC. As and when required before final acceptance of work or upon termination of the Contract, the aforesaid documents, data and specifications etc. prepared specifically for this engagement (including originals) shall be handed over to DVC.

The Consultant shall take all necessary steps to ensure confidential handling of all information received, developed or acquired by them from DVC under terms of the Contract or in performance thereof.

The Consultant shall not prepare articles or photographs for publication or speeches about the work and/or plant and installation in which DVC has an interest without prior written consent of DVC.

The Consultant shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the Contract.

**25. The Consultant's Responsibilities**

The Consultant shall conduct all Contracted activities with due care and diligence, in accordance with the Contract and as per provisions of the directives/ guidelines of the

statutory authorities concerned and with the skill and care expected of a competent provider of services, or in accordance with best industry practices.

The Consultant shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary for execution of the assignment.

The Consultant shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

In particular, the Consultant shall provide and employ only such personnel who are skilled and experienced in their respective areas.

The Consultant assumes primary responsibility of execution of the contract for all the jobs in accordance with relevant provisions of the Contract document.



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**26. Statutory Provisions:**

All activities shall be conducted and reports prepared as per the Rules/Regulations/Guidelines as applicable and modifications there against and the Consultant shall be required to abide by the same without any extra cost upon DVC.

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

The Consultant shall comply with all statutory laws, rules & regulations, as applicable, in respect of the employment of its own as well as sub-contractor's personnel, workmen & labour, if any, for the consultancy assignment. DVC shall in no way be responsible for any liabilities, whatsoever, arising out of the non-compliance by the Consultant / its subcontractors. The Consultant shall indemnify and hold DVC harmless from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Consultant or its personnel and from any illegal use of any resources by the Consultant.

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

**27. Facilities to be provided by DVC:**

Cost towards accommodation and transportation facilities including all incidental expenses to execute the work shall be borne by the Consultant. However, accommodation at DVC guest house to execute the work will be provided (subject to availability) on chargeable basis at the standard rate as applicable.