



DAMODAR VALLEY CORPORATION

दामोदर घाटी निगम

DURGAPUR THERMAL POWER STATION

दुर्गापुर ताप विद्दुत केन्द्र

PO: DURGAPUR – 713 207, DIST.: BURDWAN (WEST BENGAL)

पोस्ट : दुर्गापुर – 713 207, ज़िला : वर्द्धमान (पश्चिम बंगाल)

PHONE / दूरभाष : 0343-277-4782/83/84

FAX / फैक्स : 0343- 259-0944

TENDER DOCUMENTS

**ANNUAL RATE CONTRACT FOR WATER PACKAGE &
FIRE HYDRANT SYSTEM OF DTPS, DVC**

NIT No. DVC/Tender/DTPS/MS-II/C&M/Works and Service/00013 Dated: 25.11.2022

“THROUGH e-TENDERING E-REVERSE AUCTION PROCESS ONLY”

TENDER DOCUMENT FOR:

“ANNUAL RATE CONTRACT FOR WATER PACKAGE & FIRE HYDRANT SYSTEM OF DTPS, DVC”.

The document consists of the following:

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



DAMODAR VALLEY CORPORATION
DURGAPUR THERMAL POWER STATION
DURGAPUR – 713 207: DIST. BURDWAN

NOTICE INVITING E-TENDER (OPEN)
“THROUGH e-TENDERING PROCESS ONLY”

NIT No. DVC/Tender/DTPS/MS-II/C&M/Works and Service/00013 Dated: 25.11.2022

Damodar Valley Corporation invites electronic tenders for Single Stage Two Part tendering followed by e-reverse bidding from the eligible bidders for the under mentioned Supply. The tenders will be processed only through, **Central Public Procurement Portal (e- procurement) “https://etenders.gov.in”**.

SL. NO	WORK DETAILS	TOTAL ESTIMATED COST (Rs.)	EARNEST MONEY DEPOSIT (EMD)	COST OF TENDER DOCUMENT (NON REFUNDABLE)	TENDER DOWNLOADING PERIOD	LAST DATE AND TIME OF SUBMISSION (UPLOADING) OF OFFER/ OPENING OF TECHNO – COMMERCIAL OFFER
1	“ANNUAL RATE CONTRACT FOR WATER PACKAGE & FIRE HYDRANT SYSTEM OF DTPS, DVC” .	Rs. 47,39,629.00 /- (Rupees Forty Seven Lakhs Thirty Nine Thousand Six Hundred and Twenty Nine) only exclusive of GST for one year contract period	94,793 (Rupees Ninety Four Thousand Seven Hundred Ninety Three) Only.	Rs. 2,000.00 (Rupees Two Thousand) only	From 18:00 Hrs. of 25.11.2022 to 11:00 Hrs. of 08.12.2022	08.12.2022 up to 11:00 Hrs (IST) / 09.12.2022 at 11:30 Hrs (IST)

Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/eprocure/app>. The details cost of Tender documents shall have to be indicated while filling the Tender documents form available in the website <https://etenders.gov.in>. The Bidder shall also have to submit the hard copy of the cost of Tender documents in an envelope super scribing "COST OF TENDER /EMD" in any of the following forms:

- The subject NIT has been hoisted in **Central Public Procurement Portal (e- procurement) “https://etenders.gov.in”** You may visit website for detail of the NIT & its tender documents and also may participate in the tender through e- procurement i.e. on line submission of offer. Further to that you are requested to please register your firm for e-procurement if not registered till date. You may contact for the above through e-mail to mawajesh@gmail.com.
- For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICSI), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours (09:30 hrs to 17:30hrs).
(i) **Mr.Sk Nawajesh Rahman, e-mail ID rnawajesh@gmail.com (Contact No. 9831683690**
(ii) **Miss ArmisthaKangsaBanik, e-mail: armistha.banik1989@gmail.com (Contact No. : 8240124812).**
- A Valid Digital Signature Certificate (DSC) (class III with Signing & Encryption Certificate)** is mandatory for participation in CPPP portal (for login, downloading the bid documents & uploading or for submitting the e-tender documents). The e-tender should have both signing and encryption certificate for securing the e-tender data for participating in DVC's e- tender portal. The Digital Signature certificate may be obtained from any of the authorized agencies of CCA (Controller of Certifying Authorities)] on Bidder's own cost. For this purpose a requisite fees would be payable by the bidders to the authorized agency of CCA.
- The names and designation along with e-mail address of two officers specially assigned for receiving (i) online pre-bid queries, (ii) hard copy (offline) of Envelope1, (iii) future correspondence and also (iv) the hard copies (offline) of the supporting documents as asked in the NIT, are mentioned below:
(i) **Shri Alok Kumar, SE (C&M), DTPS, [alokkumar@dvc.gov.in], Mob: Contact No. 0343-277481**
(ii) **Ranjit Kumar Mondal SDE (C&I), DTPS, [ranjit.mondal@dvc.gov.in], Contact No. 0343-2774782**

5. Cost of Tender Documents (Non- refundable):

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

Bidder shall have to submit the cost of tender document (Hard Copy) of requisite amount as mentioned above in the form of Demand Draft/Bankers Cheque /through e-payment (i.e. NEFT/RTGS) in favour of Addl. Chief Accounts Officer, DVC, DTPS payable at PUNJAB NATIONAL BANK (Formerly UNITED BANK OF INDIA), Waria Station Road, Durgapur, Dist. Bardhaman, West Bengal, Pin - 713207, in an envelope superscripting 'COST OF TENDER DOCUMENTS' to the office of The Superintending Engineer (C & M), DTPS, DVC, Durgapur-713207 on or before the last date & time of submission of bid indicated in NIT, **failing which the tender will not be considered for opening**. The bidder shall also have to upload the scan copy of cost of tender document in the website <https://etenders.gov.in> along with the tender.

Tender documents may be downloaded from website <https://etenders.gov.in/eprocure/app>.

For E-payment, the bidder has to transfer the money to the following account:

NAME OF THE BANK	PUNJAB NATIONAL BANK (Formerly UNITED BANK OF INDIA)
ADDRESS	Waria Station Road, Durgapur, Dist. Bardhaman, West Bengal, Pin - 713207
BRANCH	MAYABAZAR DTPS
BRANCH CODE	MYB019
IFSC CODE	<u>UTBI0MYB019</u> (5 th & 9 th character is zero)
A/C NAME	Addl. Chief Accounts Officer, DVC, DTPS
A/C NUMBER	0546250000377

6. EARNEST MONEY DEPOSIT

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

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

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

NAME OF THE BANK	PUNJAB NATIONAL BANK (Formerly UNITED BANK OF INDIA)
ADDRESS	Waria Station Road, Durgapur, Dist. Bardhaman, West Bengal, Pin - 713207
BRANCH	MAYABAZAR DTPS
BRANCH CODE	MYB019
IFSC CODE	<u>UTBI0MYB019</u> (5 th & 9 th character is zero)
A/C NAME	Addl. Chief Accounts Officer, DVC, DTPS
A/C NUMBER	0546250000377

- (b) Earnest Money for an amount exceeding Rs. 50,000.00 can be submitted in the form of Bank Guarantee from an Indian Nationalized Bank/ Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank India); irrevocable and operative till the validity of the offer as per standard Proforma.

Overseas bidder in case of participation is permitted to submit the Bank Guarantee from Foreign Bank which are included in the scheduled list of Reserve Bank India, copy of which is annexed in Annexure-F. However, any Foreign Bank not mentioned here but subsequently included in the scheduled list of RBI in the course of bidding shall be accepted. Such inclusion of Bank's name is to be obtained from the website – www.rbi.org.in.

The Bank Guarantee currency shall be same as currency of Price Bid. In case the bidder arranges to submit BG in INR from Nationalized or Schedule Bank through their trade relation and quote the bid in USD/EURO, the same shall be accepted.

- (c) Pay order/ Demand Draft drawn in favour of the **Addl. Chief Accounts Officer, DTPS, DVC payable at DURGAPUR.**
- (d) DVC Bonds duly endorsed in favour of Addl. Chief Accounts Officer, DVC, DTPS, Durgapur.
- (e) Post Office National Savings Certificate, having face value equal to the EMD value and duly endorsed by issuing authority in favour of DVC.
- (f) Attested photocopy of certificate issued by DVC as permanent EMD account holder.

(g) PERMANENT EARNEST MONEY DEPOSIT

- (i) The vendors may deposit with the Corporation, permanent EMD of Rs. 3,00,000/- (Rupees Three Lakh) only in the form of DD/Pay Order/Banker Cheque Draft in favour of Damodar Valley Corporation payable at Kolkata in INR or a BG for a period of three years constituting the same sum as security for the compliance with the obligation undertaken in the tenders involving estimated cost upto

Rs.1 Crore submitted by the tenderer. No interest shall be payable on such deposit amount. Tenderer shall be entitled to submit offers and to have them considered without payment of EMD with each tender separately.

The bidders who have EMD exemption certificate issued by the C&M Department DVC Kolkata are eligible for exemption of EMD against the subject NIT. Such bidder shall submit a copy of the valid certificate after self-authentication & notarization, along with the tender documents in hard copy envelop and superscribe the reference on the envelop for acceptance of their bid opening.

- (ii) Permanent EMD deposited by vendors/suppliers shall be forfeited in case they:
- ★ Revoke the tender or increase the rates after opening the tender but during the validity period of their offers, or
 - ★ Refuse to accept the order/contract issued as per their offer or subsequent mutual agreements, or
 - ★ Do not execute the orders.
- (iii) Permanent EMD can be refunded if so desired by vendors, in which case they shall be required to deposit requisite EMD with each tender.

- (h) **Exemption from payment of EMD:** Small Scale Industries registered with NSIC and seeking exemption under NSIC shall be exempted from the payment of EMD. SSI Units seeking such exemption must upload scanned copies of valid Registration certificate from appropriate Govt. authority giving details such as Validity, stores, exemption limit, bid threshold value etc.in the website <http://etenders.gov.in>

The firms are also required to submit the hard copy of their NSIC Registration Certificate from appropriate Govt. authority giving details such as Validity, stores, exemption limit, bid threshold value etc. in an envelope superscribed "NSIC CERTIFICATE" to the office of the Superintending Engineer (C&M), DTPS, DVC, Durgapur – 713207 on or before the last date & time of submission of bid indicated in NIT failing which exemption will not be granted.

For EMD & cost of tender paper through e-payment (i.e. NEFT/RTGS).

If EMD & cost of tender paper amount is not found credited to DVC account after opening the Techno commercial bid in respect of any bidder, it will be out rightly rejected.

However the firm is also requested to upload the scanned copy of NEFT/RTGS receipts issued by the bank, along with the techno commercial documents.

Note::

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

7. VERIFICATION OF COST OF TENDER DOCUMENTS & BID SECURITY DOCUMENTS

- (a) Envelope with Cost of Tender & Bid Security documents as per FORMAT ANNEXURE-1 (notarized hard copy) will be opened on the due date and contents of the envelope will be prima facie checked.
- (b) If the prescribed instruments are not found in envelope in line with the NIT requirement, then the offer will be out rightly rejected.
- (c) However, even after opening of the Techno-Commercial part, a thorough scrutiny of cost of tender documents will be made. If the instrument for cost of tender documents submitted against the offer is found not in line with the enquiry, the same may not be accepted and the offer will be treated as non-responsive.

8. Exemption from Cost of Tender:

MSEs registered with MSME / NSIC shall be exempted from the payment of COST OF TENDER DOCUMENTS. MSEs seeking such exemption must upload scanned copies of valid registration certificate from MSME / NSIC in the website <https://etender.dvc.gov.in> [1] and also submit the hard copy of the uploaded documents in a separate envelope super scribing "MSME/NSIC CERTIFICATE" to the office of SUPERINTENDING ENGINEER(C&M), DTPS, DVC before the date and time set for bid submission (uploading).

Amendment to bidding documents:

- a) At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents except QR after due approval of Tender Inviting Authority.
It will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.
- b) The Employer may, at its discretion, extend the deadline for the requesting/ downloading/ submission/ uploading of bids in order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bid.

9. QUALIFYING REQUIREMENT: Satisfactory past performance (credentials) would be a condition for acceptance of tender.

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

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

11. All tenders would be bound by the terms and conditions as detailed in tender specifications of DVC as well as DVC'S GCC (as per applicability) available along with NIT.

12. DVC reserves the right not to accept the lowest rate quoted by tenderer and reject any or all the tenders and to split up and award the work to more than one tenderer without assigning any reason thereof if considered necessary.

13. On the due date of tender opening, documents related to Cost of Tender and Bid Security documents as per FORMAT ANNEXURE-1 (notarized hard copy) will be checked. Only after receipt of Cost of tender and Bid Security documents as per FORMAT ANNEXURE-1 (notarized hard copy), the Techno-commercial Bid will be opened on-line. The Price-Bid of techno-commercially qualified bidders shall be opened online at a date which shall be notified later online at <https://etenders.gov.in>

14. CHECKLIST OF DOCUMENTS TO BE SUBMITTED IN HARD COPY:

<input type="checkbox"/> DOCUMENTS TO BE POSITIVELY SUBMITTED ON OR BEFORE THE DUE DATE & TIME OF BID SUBMISSION.	1.	(a) Cost of tender Document : Hard copy of payment for cost of tender paper in an envelope superscribing 'COST OF TENDER'.
	2.	(a) Hard copy of EMD in an envelope superscribing 'EARNEST MONEY DEPOSIT'. (b) In case of Permanent EMD, the hard copy of the exemption certificate should be submitted in an envelope superscribing 'PERMANENT EARNEST MONEY DEPOSIT'.
	3.	If MSEs registered with MSME / NSIC , the hard copy of MSME/NSIC CERTIFICATE from appropriate Govt. authority in an envelope superscribed "MSME/NSIC CERTIFICATE".
	4	(I) Original copy of Letter of bid(As per format in Annexure-G) (II) Original copy of Affidavit on a non-judicial stamp paper minimum values of Rs. 10/- (As per format in Annexure-H) (III) Original copy of Notarized Power of Attorney for DSC (Digital Signature Certificate Holder)(As per format in Annexure-i) (IV)Original copy of Details of Banker (As per format in Annexure-J)
<p>NOTE: Cost of tender documents, EMD and MSME / NSIC Certificate with all parameters (if applicable) and all the documents mentioned at Sl. No. 4 above, must be positively submitted in an envelope and submitted to the office of the SE(C & M), DTPS, DVC, Durgapur on or before 11.00 AM of the due date of tender opening. The above envelopes are to be placed in a larger envelope superscribing on it the Job Description, NIT No. & Date and Due date of tender opening.</p>		
<input type="checkbox"/> DOCUMENTS TO BE SUBMITTED FOR EVALUATION PURPOSES (SOFT COPIES OF THESE DOCUMENTS HAVE TO BE UPLOADED IN THE WEBSITE ALSO). However the said documents (original /self-authenticated and attested by Public Notary) may be asked for verification by DVC authority within a stipulated time frame from the date of intimation .		1. Past performance/credential uploaded in the website along with the tender is to be submitted (as per Annexure-I of NIT). 2. Annual Accounts & Balance Sheet for the preceding three (3) financial years. 3. GST Registration Certificate 4. Status of the Organization i.e. Company Registration/ Proprietorship/ Partnership deed, as the case may be.
<p>NOTE: Hard Copies of the above documents are to be submitted for convenience of evaluation in a separate envelope superscribing on it 'QUALIFYING REQUIREMENT' along with Job Description, NIT No. & Date and Due date of tender opening.</p>		

15. Digital Signature:

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

Note:

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

- a) Bidders are required to register in the Government e-procurement portal, in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "ON LINE BIDDER ENROLLMENT" which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India with their profile.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/ e-Token.
- f) The Bidder intending to participate in the bid is required to register in the e-tender portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/she have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>. For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICS), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours.

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

DVC shall not be responsible in any way for any delay/ difficulties/ inaccessibility of the downloading or uploading facility from the website for any reason whatsoever. Downloading of Tender Documents by any Bidder shall not construe that such Bidder is considered to be qualified. Transfer of Tender Documents downloaded by one intending bidder to another is not permissible.

16. Preparation of Bid:

(a) **Three envelope bidding procedure shall be followed as under:**

- (i) **ENVELOPE-1: Hard Copy (Offline) Submission:** Envelope-1 **Cost of tender paper** and **Bid Security documents as per FORMAT ANNEXURE-1 (notarized hard copy)** as per NIT. In case if exemption of TENDER COST, the scanned copy of document in support of exemption will have to be uploaded by the bidder besides submission of notarized Hard Copy before the last date & time of Bid Submission/Uploading period to preferably Tender Inviting Authority / Office of the C&M Department, Shakti Bhawan, 1st Floor, DTSP, DVC, Durgapur-713207 during office hours, on or before the last date & time.
- (ii) **ENVELOPE-2: Online Submission:** This part shall contain TECHNO-COMMERCIAL SCHEDULE & TECHNO-COMMERCIAL DEVIATION SCHEDULE in Excel Format as given by DVC and declaration in support of Qualification Requirement (QR) as mentioned in the NIT. Integrity pact format in plain paper [to be filled, signed in every page with stamp and submit the hard copy in original to the office of SE(C&M) Shakti Bhawan, 1st Floor, DTSP, DVC, Durgapur-713207 during office hours, on or before the last date & time]. Scanned copies of Integrity pact, Letter of Bid, Acceptance of On Line Reverse Auction, Affidavit, Notarized Power of Attorney, Basic Information about the Vendor, Information regarding details of Banker etc. & Other particulars for making payment through RTGS/NEFT/CBS [Format attached with NIT] are to be uploaded by the bidders. Further scanned copies of all the required documents for meeting the qualifying criteria of the tender along with the bid documents shall have to be uploaded in Envelope-2 of e-tendering portal during submission of bid online for techno-commercial evaluation & compliance thereof. Tenders will be processed on the basis of scan copy of the documents submitted by the bidders. Hard copies of the QR related documents (original/ self-authenticated and attested by public notary) will be asked, as & when required from the bidders in support of the information and documents furnished by the bidder on-line for validating and record. Techno-commercial bid should not contain any price content entry. In case any price component is exposed in Envelope-2 then his bid will be rejected out rightly by DVC.
- (iii) **ENVELOPE-3: Online Submission:** Price Bid shall comprise of the following: **PRICE SCHEDULE & COST OF WITHDRAWAL FOR DEVIATION SCHEDULE** in Excel Format as attached with NIT.

NOTE:

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

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

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

The bidder will have to accept the Techno-commercial Terms & Conditions of the NIT along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line. No conditional bid shall be accepted. In the undertaking given by the bidder on-line, there will be provision for forfeiture of EMD and banning for participating in future tenders in DVC for one year, if any information given by the bidder on-line is found to be false at any stage which changes the eligibility status of the bidder.

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

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

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

Verification of Documents:

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

Instruction to bidders: -

- The Bidders must fill all the details in the Techno-Commercial Document and Price Bid after going through the NIT. The specific instructions of filling in the details are mentioned in the documents itself. Bidders are requested to study the instructions carefully before filling the documents.
- The Bidder must mention whether he has taken any Techno-Commercial Deviation or not in Annexure-C. The deviations, if any, must be mentioned clearly in Annexure-C.
- In case of any deviations, the Bidder has to fill in the cost of withdrawal of deviations in Annexure-D (To be submitted only online along with Price bid).
- Cost of Withdrawal, as indicated by the bidder, will be taken into account for the purpose of evaluation. In the event of placement of order, such prices declared by the bidder for withdrawal of the deviation shall be added to the bid price to compensate for these deviations. Deviations without cost of withdrawal, if found while opening the Price Bid, will be treated as unresponsive and the offer may be rejected without any intimation to the bidder. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Deviation Schedules, the bid Security / EMD of the bidder may be forfeited.
- Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to the Owner, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited and the bid is liable for rejection.
- If any price component related to subject NIT in full or in part is exposed and found with its techno-commercial offers, the offer shall out rightly be rejected and will not be considered further.

1.0 E-TENDERING CLAUSES

- (a) The Bidders must visit the website <https://etenders.gov.in/eprocure/app> to download the notification / blank tender documents relating to Tender No. **DVC/Tender/DTPS/MS-II/C&M/Works and Service/00013 Dated: 25.11.2022**
- (b) The Bidders must fill all the details in the Price-bid document and Techno-Commercial Document after going through the NIT. The specific instructions of filling in the details are mentioned in the documents itself. Bidders are requested to study the instructions carefully before filling the documents.
- (c)
 - (i) **TECHNO-COMMERCIAL ANNEXURES (AUTOMATIC SYSTEM UPDATED SHEET IN EXCEL FORMAT):** To be filled and uploaded online only in Techno-commercial uploading space.

- (ii) PRICE BID ANNEXURE i.e. BOQ (AUTOMATIC SYSTEM UPDATED SHEET IN EXCEL FORMAT): To be filled and uploaded online only in 'PRICE BID UPLOADING Space'.
- (d) Bidder has to fill details of banker for making payment through RTGS/NEFT in Annexure- H (To be submitted only online along with techno commercial bid).
- (e) After filling all the documents, the Bidder has to upload those documents in the website again. The documents which the Bidder has to fill after downloading are marked in red colour. As soon as he uploads those documents after filling the details, their colour is changed to black.
- (f) If the Bidder uploads the tender documents without filling them completely as per the instructions given in them, DVC reserves the right to reject the bid.
- (g) Details of cost of tender documents must be filled in the space provided in the website.
- (h) Self-certified scanned copies of all relevant documents e.g. Recent PO copies, GST Registration Certificate, documents in support of Qualifying Requirement etc., wherever needed, must be uploaded in the website in the "Document Library". However DVC reserves the right to call for original documents, failing which, the offer is liable for rejection.
- (i) Addendum/Corrigendum/modification/extension, if any, shall be published only in the website (<https://etenders.gov.in/eprocure/app>).
- (j) DVC shall not be responsible in any way for any delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.
- (k) For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICS), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours.
 - (i) Sk Nawajesh Rahman , e-mail ID nawajesh@gmail.com- Contact No. 9831683690
 - (ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812).

- 2.0** Before filling the offers, bidders are requested to go through the general conditions of Contract, DVC in order to familiarize with DVC's commercial terms & conditions, Cost Compensations for deviations and bid evaluation procedure.
- 3.0** The Bidder is also advised to visit and examine the site where the facilities are to be installed and its surroundings and will obtain on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply/installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense.
- 4.0** DVC reserves the right not to accept the lowest rate quoted by a Tenderer and reject any or all the tenders and to split up and award the P.O. to more than one tenderer without assigning any reason thereof and may also increase or decrease the number of tendered quantities to be procured, if felt necessary.
- 5.0** On receipt of formal Order in duplicate, one copy shall be returned to the purchase order issuing authority within 10 days duly acknowledged with signature, seal of the firm with date as a mark of acceptance of the contract.
- 6.0** Unsigned offer uploaded by any bidder will not be considered valid.
- 7.0** Conditional discount will not be accepted for bid evaluation.
- 8.0** The tenderers who are found to be indulging in changing /adding or deleting the contents of the downloaded tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.
- 9.0** Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents which are incomplete, or with changed contents, the offer will summarily rejected.
- 10.0** Quotation submitted by the tenderers through fax/telegrams/e-mail will not be considered valid and conditional discount will not be accepted for bid evaluation.
- 11.0** All Taxes and duties must be clearly indicated in price bid.
- 12.0** Bidders are requested to upload the original / photocopy of the enquiry duly signed with company seal as a token of acceptance of NIT.
- 13.0** If there is any discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, unit price shall prevail and total price will be corrected accordingly.
- 14.0** Price must be quoted in both figures and words and if there is any discrepancy, the price quoted in words shall prevail.
- 15.0** **Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/eprocure/app> .**
- 16.0** The bidders are also advised to keep on visiting the websites for any notification / amendment /Addendum / corrigendum.
 - (a) The bidder will have to submit the supporting document in respect of cost of tender document and Bid Security documents as per FORMAT ANNEXURE-1 (notarized hard copy) in off-line mode i.e. in hard copy along with uploading the same in e-procurement portal mentioned in NIT either in person or by post which must be received in the office of tender inviting authority on any working day after e-publication of NIT and upto last date & time of submission of bid. DVC shall not be responsible for any postal delay in receipt of same. In case the cost of tender document and Bid Security documents as per FORMAT ANNEXURE-1 (notarized hard copy) are not received within the aforesaid period, the bid will be out rightly rejected.
 - (b) If the information furnished by bidder online are in agreement with the submitted instruments then the bidder will be evaluated as eligible for next step. The qualification in Techno commercial bid will be subject to the receipt and acceptance of cost of tender document and Bid Security documents as per FORMAT ANNEXURE-1 (notarized hard copy).

- 17.0** The bidder will download the Letter of Bid, Techno- commercial Evaluation Sheet and the Price bid from the e-Procurement portal.
- a. **Letter of Bid:** The letter of bid as per ANNEXURE-G is to be signed by the bidder and scanned copy of the same is to be uploaded during the time of submission of the bid. Letter of bid will be the covering letter of the bidder. The content of the letter of bid should be as per the format given in the NIT and should not contain any other information.
 - b. **Techno-commercial Parameter sheet:** The techno-commercial parameter sheet containing technical and commercial terms uploaded in the e-procurement portal is to be downloaded by the bidder and after filling the same in all respect, is to be uploaded during bid submission. The bidder will have to accept the all techno-commercial and General Terms & Conditions of the NIT except which are spelt out in deviation sheet and cost thereof **along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line.** No conditional bid shall be accepted. In the undertaking given by the bidder on-line, there will be provision for forfeiture of EMD and/or banning for participating in future tenders in DVC for one year wherever applicable, if any information given by the bidder on-line is found to be false at any stage which changes the eligibility status of the bidder.
 - c. **Price bid:** The price bid containing bill of quantity is to be downloaded by the prospective bidders and fill the same in all respect and upload it in the e-procurement portal during bid submission. The Price Bid which is incomplete and / or not submitted as per instruction given above will be rejected outrightly.
 - d. **Verification of documents:**
 - (i) The bidders shall have to upload scan copies of all documents, as per requirement of QR and NIT for Techno-Commercial evaluation and compliance thereof. L1 bidder will be asked to produce the documents (as required as per NIT) in Original / Self authenticated and attested by public notary, in support of the information furnished by them online, within 10 days in case of domestic tenders and 15days in case of global tenders from the date of notification by DVC. Bidder(s) shall also submit an affidavit (original) in line with annexure-I on a non-judicial stamp paper of Rs.10 regarding genuineness of the information furnished by him/them online and authenticity of the documents being produced by him/them, within the same time frame. No additional time will be allowed to the bidder for producing the required documents.
 - (ii) In case any bidder(s) fails to produce the documents within the specified period of 10days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by the bidder(s) on-line is found to be false during verification of documents, which changes the eligibility status of the bidder then EMD of the bidder(s) will be forfeited with caution letter to refrain in future and in event of 2nd instances EMD will be forfeited and banning of the bidder for one year from participating in future tender.
- 18.0 Settlement of disputes and Arbitration:** As per Clause no. 33 and Clause no. 20 (Optional terms & conditions of Contract) of GCC- 2016 be subject to the receipt and acceptance of cost of tender document and EMD.
- 19.0**
- 19.1** 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.
 - 19.2** 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.
- 20.0**
- 20.1** In case where the business firm happens to have been banned / suspended by DVC / Ministry of Power/ Govt. of India and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorized agent/ distributor / dealer / affiliates shall not be considered for all establishment of DVC and in such case no bidder / intending bidder shall have any claim arising out of such action.
 - 20.2** In case where the business firm happens to have been banned / suspended by Department of Power & Non-Conventional Energy Sources, Government of West Bengal / Govt. of West Bengal and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorized agent/ distributor / dealer / affiliates shall not be considered for all DVC establishment in West Bengal and in such case no bidder / intending bidder shall have any claim arising out of such action.
 - 20.3** In case where the business firm happens to have been banned / suspended by Department of Energy, Government of Jharkhand / Govt. of Jharkhand and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorized agent/ distributor / dealer / affiliates shall not be considered for all DVC establishment in Jharkhand and in such case no bidder / intending bidder shall have any claim arising out of such action.
 - 20.4** In case, the performance of a bidder in any contract of DVC is found to be unsatisfactory during last 2 years, they shall not be considered for this tender.

21.0 Different Aspects of E- tendering:

The bidder will have to accept the Techno-commercial Terms & Conditions of the NIT along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the

Bidder on-line. No conditional bid shall be accepted. In the undertaking given by the bidder on-line, there will be provision for forfeiture of EMD and banning for participating in future tenders in DVC for one year, if any information given by the bidder on-line is found to be false at any stage which changes the eligibility status of the bidder.

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

The bidder will download the Techno- commercial Evaluation Sheet, Price bid Sheet, Format of Letter of Bid, Power of Attorney, Affidavit and Annexure relating to Banker's Detail from the website <https://etenders.gov.in>.

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

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

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

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

Opening of Initial Price Bids and Price Evaluation:

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

A. BUSINESS RULES FOR REVERSE E-AUCTION BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For ex: Current price: - Rs. 49,000 Decrement value: - Rs. 1000 System Defined Maximum Seal %: - 50, in this case a bidder can quote minimum decrement amount as Rs. 49,000-1000= Rs. 48,000 and maximum decrement amount is 49000-24500-1000=23500=24000*.

2. Schedule for On Line Reverse e-Auction:

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

Start Time: 12:00 pm

End Time: 13:00 pm

3. Bidding Extension Time:

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

4. Post Bidding Procedure:

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

5. Procedure of Reverse e-Auction:

- All bidders shall submit their Initial Price Offer (financial bid) along with submission of Technical bid as per schedule mentioned in Data Sheet online only.
- The Initial Price Offers shall be evaluated to arrive at the lowest Initial Price Offer.
- DVC reserves the right to fix the "Opening Price" i.e. the base price/ start price for Reverse e-Auction.
- The "Opening Price" i.e. the start price for Reverse e-Auction will be as decided by DVC in Indian Rupees (INR) after evaluation of the Initial Price Offers.
- Final price offer (L1 basis) from the techno-commercially qualified bidders (please see point no. 38 below) will be obtained through On Line Reverse e-Auction procedure on the e-platform of Government e-procurement system of NIC (GePNIC) under Central Public Procurement Portal (CPPP).
- DVC shall upload the "Opening Price" i.e. the base price/ start price for On Line Reverse e-Auction and can be viewed by all the bidders at the start of the Reverse e-Auction.
- During the On Line Reverse e-Auction the Qualified Bidders who are eligible for participating in the Reverse e- Auction shall be permitted to place their Final Price Offers provided that the Decrement value shall be at least the minimum decrement amount of 0.5% of "Opening Price" i.e. the base price/ start price.
- Bidders, by offering a price equal to or lower than the "Next Valid Bid", can become "L1 Bidder" and this continues as an iterative process.
- After completion of the online Reverse e-Auction, the "Closing Price (CP)" shall be available for further processing.
- Only those Bidders whose offers are found to be technically and commercially Responsive, shall be eligible (please see point no. 38 below) to participate in Reverse e-Auction process.
- Online Reverse e-Auction shall be conducted by DVC on a pre-specified date and time, while the bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

- l) All Bidders are advised to participate in the RA from their own office / own arrangement. In such an event the bidder has to make arrangement for ensuring connectivity throughout RA. For this option bidder shall be solely and exclusively responsible for ensuring continuance of connectivity. DVC shall, in no way, be responsible for the consequences arising out of disruption of connectivity. In case the bidder desires, efforts will be made to provide assistance from FMP Support Persons of M/s. National Informatics Centre Services Incorporated (NICS) deputed at DVC, HQ, Kolkata during the reverse e-auction phase by deploying skilled persons from service provider / authorized representative at the participating vendor locations.

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

6. Terms and Conditions for Reverse e-Auction:

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

- 1) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.
- 2) After completion of the Reverse e-Auction event, based on the final price quoted by the bidders in INR, successful bidder shall submit Price Schedule-Excel Sheet uploaded by DVC within 4 hours of conclusion of the Reverse e-Auction.
- 3) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse e-Auction (live auction):
 - (a) Auction Start Price/Opening Price.
 - (b) Decrement Price
 - (c) Auction submitted date & time
 - (d) Auction extended up to
 - (e) Current price
 - (f) My auction price
 - (g) Maximum Seal
- 4) Once the Live auction is over, System will generate BoQ comparative chart showing the Names and Rates of Bidders quoted in the tender as well as (L1) Rates quoted by them in the Auction. Over all bid ranking of each bidder will be generated by system based on either Auction price or financial bid price. The chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder.
- 5) DVC reserves the right to cancel/reschedule/extend the Reverse e-Auction process/tender at any time, before ordering, without assigning any reason.
- 6) DVC shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of DVC shall be binding on the bidders.
- 7) Other terms and conditions shall be as per bidder's Techno-Commercial Proposals and as per DVC's Bidding documents and other correspondences, if any, till date.
- 8) Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse e-Auction.
- 9) For the Reverse e-Auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 10) Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.
- 11) Business rules for Reverse e-Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.
- 12) Bidders have to accept 'Terms & Condition' and the 'Business Rules of Reverse e-Auction' before start of Reverse e-Auction. Without this, the bidder will not be eligible to submit bid in the Reverse e-Auction.
- 13) In line with the provisions of bidding document, DVC will provide the Price Schedule format in MS EXCEL sheet. (BOQ format)
- 14) On Line Reverse e-Auction will be conducted on scheduled date & time, which shall be intimated to the eligible bidders in advance.
- 15) After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail Id, "Final percentage (%) decrement as quoted" during the online Reverse e-Auction duly signed by the authorized person, in the prescribed Price Schedule- Excel Sheet format, within four (4) hours of Bidding End Time without fail.
- 16) Bidders should acquaint themselves of the 'Business Rules of Reverse e-Auction' stipulated at above.
- 17) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant DVC guidelines shall be initiated by DVC.
- 18) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
- 19) Period of validity of Prices received through Reverse e-Auction shall be same as that of the period of validity of bids offered.
- 20) Bidders may note that, although extension time is 'X' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner.

- Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Price Bid.
- 21) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of DVC, bid process, bid technology, bid documentation and bid details.
 - 22) It is brought to the attention of the bidders that the bid event will lead to the final price only.
 - 23) Technical and other non-commercial queries (not impacting price) can only be routed to the DVC contact Personnel indicated in the bidding documents.
 - 24) Order finalization and post order activities would be transacted directly between successful bidder and DVC.
 - 25) In case of any problem faced by the bidder during Reverse e-Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in the bid document.
 - 26) Bidders are advised to visit the Bidding page and enter the 'Live Bidding' cockpit successfully well in advance to identify/rectify the problems to avoid last minute hitches.
 - 27) DVC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
 - 28) Bidders may note that it may not be possible to extend any help, during Reverse e-Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.
 - 29) For access to the Bidding site, the following URL is to be used: <https://etenders.gov.in/eprocure/app>. For user guidance please follow the manual which is there in the website.
 - 30) No queries shall be entertained while Reverse e-Auction is in progress.
 - 31) Final rate of individual items of the L1 bidder of Reverse e-Auction shall be calculated on the basis of same percentage (%) of reduction/ decrement for each items as that of received on item-wise price during the Reverse e-Auction from L1 bidder (L1 basis) over base price/opening price of Reverse e-Auction.
 - 32) In the event of L-1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.
 - 33) In the event of L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected. EMD will be forfeited.

Note: All the Techno-commercially accepted tenderers after eliminating the H-1 tenderer will be allowed to participate in on-line Reverse e- Auction over internet for bidding. However, if the techno commercially complied bidders are less than five then all the tenderers will be allowed to participate in online Reverse e-Auction over internet for bidding.

7. User Help:

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

#Check points for starting real time Bidding

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

#Had taken the vendor training

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

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

Persons of M/s. National Informatics Centre Services Incorporated (NICS), (i) Mr.Sk Nawajesh Rahman, e-mail ID

mawajesh@gmail.com- Contact No. 9831683690 & ii) Miss Armistha Kangsa Banik, e-mail:

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

S/d
Superintending Engineer(C & M)
FOR & ON BEHALF OF DAMODAR VALLEY CORPORATION

Copy to:

1. The MS-II, DTPS, DVC.
2. The SE(MPC), DTPS, DVC.
3. Office Copy

QUALIFYING REQUIREMENT

A. Technical credential:

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

- a) Three similar completed works each costing not less than the amount equal to **40%** of the estimated cost i.e. **Rs. 18,95,851.60** only.
or
- b) Two similar completed works each costing not less than the amount equal to **50%** of the estimated cost i.e. **Rs. 23,69,814.50** only.
or
- c) One similar completed work costing not less than the amount equal to **80%** of the estimated cost i.e. **Rs. 37,91,703.20** only.

❖ **Similar work means:**

(a) Successful execution of Work Order for AMC/ ARC/ MC/ RC/ Overhauling/ Maintenance work related to any/ all of the following areas/ equipments in a Thermal Power Plant of capacity 110MW or above in State Electricity Board/ Govt./ Semi-Govt. Organization/ PSU/ Any other reputed Power Utility as principal contractor or main sub-contractor: -

- (i) TG & TG Auxiliaries
- (ii) Boiler & Auxiliaries
- (iii) Operation and Maintenance of Ash Handling System
- (iv) Vertical Turbine Pumps
- (v) Horizontal Pumps
- (vi) CW Pumps
- (vii) Air Compressors (capacity 500 cfm or higher).
- (viii) DM Plant
- (ix) Rubber lining of different size of vessels.

(b) Bidders must furnish documentary evidence of carrying out Maintenance / Overhauling of Vertical Turbine Pump & Horizontal Centrifugal Pump (like CW pump, Single and Multistage) either under a single contract or under a number of contracts irrespective of value in a Thermal Power Plant of capacity 110MW or above in State Electricity Board/ Govt./ Semi-Govt. / PSU/ other reputed Organization.

Note:: The documents mentioned in (b) above will be scrutinized as a second stage selection criteria when the primary criteria i.e. (a) is found to be met up but covering not all the jobs[i.e. job (i) to (ix) under sl.no.(a) above].

- ❖ **Completed works means:** "The executed / completed portion of Work Order/ AMC/ ARC/ RC, payment receipts documents with reference to WO No. and date of execution certificate with executed value and referred order no. be also considered as a proof of execution even if the work has not been completed in totality (Subject to furnishing proof of executed value of the work in the form of certified copies of RA Bills)" or any relevant documents, which is sufficient to proof the works completed or to be completed"
- ❖ In case of any composite work order is submitted as credential then the exact executed work order value corresponding to the specified nature of work/ similar work as defined above will be considered for evaluation and the same needs to be clearly mentioned & should be supported by documentary evidence, otherwise the credential will not be considered.

B. Financial Credential:

1. **Average annual financial turnover** during **last three years** ending on **31.03.2021** should be **at least 30%** of the estimated cost of **Rs. 47,39,629.00 i.e. Rs 14,21,888.70**

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

1. Proof of execution in respect of Work order copies / documents like payment made / satisfactory work completion certificate from the competent authority or copies of RA Bills / MB or any document, in which in the opinion of the Tender inviting / Tender Accepting Authorities clearly establishes that works have been satisfactory executed by the Tenderer along with the copy of LOI/W.O./Agreement in support of credential as per **SI. No. A above** is to be submitted to fulfill the Qualifying Requirement.
2. Audited Annual Accounts Report together with Balance Sheet of preceding three (3) financial years ending on **31.03.2021** in support of Credential as per **SI. No. B above** is to be submitted to fulfil the Qualifying Requirement. In case where audited results for the preceding financial year are not available, certification of financial statements from practicing Chartered Accountant shall also be considered acceptable.
3. GST Registration Certificate
4. EPF & ESI Registration Certificate
5. Status of the Organization i.e. Company Registration / Proprietorship/ Partnership Deed, as the case may be.

-----XXXX-----

DETAILED SCOPE OF WORK**Mandatory Work:**

SI. No. 1.

MISCELLANEOUS (DAY TO DAY RUNNING) MAINTENANCE OF EQUIPMENT & ITS ACCESSORIES AND PIPING IN WATER TREATMENT PLANT AND INTAKE PUMP HOUSE,

- Equipment upkeepment in Intake pump house & Water treatment plant area on day to day basis.
- Scrap removal from site & shifting of materials from store or other areas, as & when required or instructed by Engineer in Charge(EIC).
- Attending minor water leakage, chlorine through pipeline/flange joint etc.
- Tightening/adjustment of gland packing of different pumps/valves: As & when required.
- Top up of gland packing or gland packing replacement of different Pumps if required.
- Replacement of gasket of pipe line/Valve
- Cleaning and water line chocking removal.
- Oil top up of pumps and Gear Boxes as per requirement/Instruction of Engineer in Charge.
- Greasing of equipment as per requirement/Instruction of Engineer in Charge
- Jamming removal of valve for easy opening/closing as per requirement/Instruction of Engineer in Charge.
- Decoupling & alignment checking before coupling of motor with pump as & when required.
- Replacement of coupling of pumps as and when required.
- Replacement of landing valve/valve as per requirement/Instruction of Engineer in Charge.
- Attending defects/running troubles of Equipment in Intake pump house, Water treatment plant not specifically mentioned in BOQ/Scope.
- Make bowl assembly of Pumps as instructed by EIC.
- Making supports/structure of pipe line etc. if required.
- Couple & de-couple of Equipment in Intake pump house, Water treatment plant as & when required.
- Attending pin-hole leakage/minor leakage through welding. Attending leakage of low pr line through welding which not specifically mentioned in BOQ/Scope.
- Removal of Landing Valve/Pipe choking as per requirement/Instruction of Engineer in Charge.
- Assistance in taking vibration reading of critical rotating equipment by portable vibration pen as per requirement/Instruction of Engineer in Charge.
- Servicing/replacement of all size valves of Equipment in Intake pump house, Water treatment plant which not specifically mentioned in BOQ/Scope. .
- To attend any other emergency job during normal/odd hours shall be covered under Mandatory Work.

Daily/Routine checking and periodical replacement of chlorine cylinder at WTP.

1. Checking of any leakage at inlet water line up to ejector.
2. Checking of leakage in chlorinated water discharge line (after ejector) including Ejector and its accessories.
3. Checking vacuum, and inlet water pressure to ejector.
4. When the chlorine cylinder exhausted, disconnect the empty cylinder and it is to be shifted to outside the room and new filled cylinder is to be shifted from outside to the chlorination room at proper position inside the Chlorination Room and to be connected. After charging the chlorination system by operation section, ensure the system working smoothly with no leakage.
5. During checking, if any smell of chlorine gas leakage observed in total chlorination system, detection of leakage point is to be found out by applying ammonia solution and rectification to be done properly.

Maintenance of the following equipment's as per requirement/Instruction of Engineer in Charge:**A. (Overhauling of Clariflocculator Main Drive Arrangement)****Description of Job:-**

De-couple the motor, de- sprocket the chain of main drive, dismantle the driving end roller and non-driving end roller after proper jacking.

1. Check the bearings, plumber blocks, rollers etc. and replace/rectify if required.
2. Alignment of both roller w.r.t. rail with proper leveling.
3. Dismantling of gear box and checking of spares like various gears, bearings, shafts, oil seals, shims etc. Assembly of the same after servicing/rectification of the existing spares or replacement of damaged spares by new spares. If the Gear box is found beyond repair the same to be replaced by new one.
4. After servicing of gear box it will be aligned with the motor coupling and fixed.
5. Greasing of chain and sprocket to be done.
6. Assembly and fitting of all components of Clariflocculator main drive system considering tech. aspects like measurement, dimension, clearance etc. installation step by step up to motor with proper alignment and leveling etc.
7. Any maintenance work not mentioned above which is related to this Clariflocculator main drive should be attended as per instruction of concerned engineer.
8. Any damaged and waste materials/spares to be disposed to scrape yard.

N.B; Any damage & waste materials to be disposed off at proper place and surrounding area to be cleaned after completion of job

B. (Overhauling of Clariflocculator Agitator Arrangement)

Description of Job:-

1. Total dismantling of the Clariflocculator agitator step by step and all the components to be cleaned and inspected and serviceable/unserviceable spares to be segregated.
2. Dismantling of gear box and checking of spares like various gears, bearings, shafts, oil seals, shims etc. Assembly of the same after servicing/rectification of the existing spares or replacement of damaged spares by new spares. If the Gear box is found beyond repair the same to be replaced by new one.
3. Trueness checking of vertical shaft and its agitator frame/structure, bearings and necessary rectification to be done or replacement of the same by a new one.
4. Cleaning and checking of V-groove pulleys, V-belts, agitator shaft coupling, bushes, housings, bevel gear & pinion etc. and necessary rectification to be done or replacement of damaged spares by new spares.
5. Assembly and fitting of all components of Clariflocculator agitator considering tech. aspects like measurement, dimension, gap, clearance etc. installation step by step up to motor with proper alignment and leveling etc.
6. Greasing of bevel gear and pinion to be done.
7. Commissioning of the Clariflocculator agitator.
8. Any maintenance work not mentioned above which is related to this Clariflocculator should be attended as per instruction of concerned engineer.
9. Any damaged and waste materials/spares to be disposed to scrape yard.

N.B; Any damage & waste materials to be disposed off at proper place and surrounding area to be cleaned after completion of job

C. (Complete Overhauling of Alum Agitator)

1. Total dismantling of the Alum agitator system step by step and all the components to be cleaned and inspected and serviceable/unserviceable spares to be segregated.
2. Dismantling of gear box and checking of spares like worm wheel, worm shaft, bearings, oil seals, shims etc. Assembly of the same after servicing/rectification of the existing spares or replacement of damaged spares by new spares.
3. Trueness checking of agitator vertical shaft at Machine shop and necessary rectification to be done or replacement of the same damaged shaft by a new one.
4. Cleaning and checking of agitator shaft coupling, bushes, housing, fans, pulleys of motor & gear box, V-belts etc and necessary rectification to be done or replacement of damaged spares by new spares.
5. Assembly and fitting of all components of Alum agitator system considering tech. aspects like measurement, dimension, gap, clearance etc , installation step by step up to motor with proper alignment and leveling etc.
6. Servicing of water inlet line to tank and alum solution discharge line including allied valves. Replacement of any components i.e. valves, MS/SS/PVC pipes with its fitting, rubber hoses with its fitting etc.
7. Commissioning of the Alum agitator system.
8. Any maintenance work not mentioned above which is related to this alum agitator system should be attended as per instruction of concerned engineer.
9. Any damaged and waste materials/spares to be disposed to scrape yard.

NB: Before coupling, motor terminal connection, motor free run and bump test (Rotation test) of motor will be carried out by Electrical Maintenance.

D. (Complete Overhauling of Flux Mixer)

1. Total dismantling of the Flash Mixer system step by step and all the components to be cleaned and inspected and serviceable/unserviceable spares to be segregated.
2. Dismantling of gear box and checking of spares like worm wheel, worm shaft, bearings, oil seals, shims etc. Assembly of the same after servicing/rectification the existing spares or replacement of damaged spares by new spares. If the Gear box is found beyond repair the same to be replaced by new one.
3. Trueness checking of agitator vertical shaft at Machine shop and necessary rectification to be done or replacement of the same damaged shaft by a new one.
4. Cleaning and checking of agitator shaft coupling, bushes, housing, Vanes etc. and necessary rectification to be done or replacement of damaged spares by new spares.
5. Assembly and fitting of all components of Flash Mixer system considering tech. aspects like measurement, dimension, gap, clearance etc , installation step by step up to motor with proper alignment and leveling etc.
6. Commissioning of the Flash Mixer system.
7. Any maintenance work not mentioned above which is related to this Flash Mixer should be attended as per instruction of concerned engineer.
8. Any damaged and waste materials/spares to be disposed to scrape yard.

NB: Before coupling, motor terminal connection, motor free run and bump test (Rotation test) of motor will be carried out by Electrical Maintenance.

D. Maintenance of following vertical turbine pumps.

1. **Plant Filter Pumps**
2. **Colony Filter pumps**
3. **Fire Water Pumps.**
4. **Raw Water Pumps.**

1. Gland packing adjustment to prevent gland leakage and gland packing replacement if required.
2. Gland followers, U-clamps and its studs checking and replacement if required.
3. Gland bush of TD plate, lantern ring and top shaft sleeve changing if required.
4. Discharge line pressure gauge impulse line checking/chocking removing/repairing of any leakage/replacement of pipe line and its fittings etc.
5. Discharge case venting line checking/chocking removing/repairing of any leakages/replacement of pipe line (GI/MS/Rubber pipe) and its fittings etc. to be done.
6. Coupling bolts tightness checking. Coupling along with its bolts (Pumps & motor side) replacement to be done if required.
7. Pump foundation base bolts, motor stool base bolts, motor base bolts, checking and tightening if required with proper leveling. If there is any vibration, corrective measure to be taken on components of pumps including blue matching of motor stool and other parts.
8. Attending leakage or any other abnormalities of discharge head flange, expansion joint, short pieces, butterfly valves, NRV, venting line etc. and replacement of the same components if required.
9. Pump lift adjustment for maintaining normal discharge pressure if required as per direction of representative of MS-II.
10. **Any maintenance work not mentioned above which is related to this pump should be attended as per instruction of concerned engineer.**

Maintenance of following pumps.

Backwash pump

1. Attending any abnormalities of pump and motor coupling or replacement if required including its bolt and bushes etc.
2. Gland packing adjustment to prevent gland leakage and gland packing replacement if required.
3. Gland followers and its studs checking, changing if required.
4. Lubrication, greasing of pump bearings.
5. Attending any leakage in discharge flange, suction flange and its line, valves, NRV venting, priming, gland cooling lines and replacement of its components if required.
6. Attending leakage of suction line and its foot valve and replacement of its components if required.
7. Pump foundation base bolts checking and tightening if required with proper leveling. If there is any vibration corrective measure to be taken.
8. Attending leakage of end cover flange (DE).
9. Any maintenance work not mentioned above which is related to this pump should be attended as per instruction of concerned engineer.

Maintenance of Clarifloculator with drive armament

1. Checking of main drive, chain, sprocket, plumber block and its bearings, alignment of roller both (driving & idler), coupling, alignment of gear box & motor, alignment of chain sprocket etc. and rectification if found any abnormality.
2. Rectification/ Replacement of 'V' belts, pulleys with proper alignment.
3. Minor servicing of gear box or replacement of the same.
4. Checking of agitator shaft coupling, agitator shaft, agitator structure, pivot bushes, housing etc and rectification if found any abnormality and refitting/installation properly with leveling, alignment etc.
5. Checking of foundation bolts of motor, gear box and tightening if required.
6. Checking of coupling bolts and tightening if required.
7. Any maintenance work not mentioned above which is related to this Clarifloculator should be attended as per instruction of concerned engineer.

Maintenance of Alum Agitator & Bleaching Agitator.

1. Rectification/Replacement of 'V' belts, pulleys etc.
2. Minor maintenance of gear box or replacement of gear box if required.
3. Checking of condition of lube oil of gear box, topping up fresh oil after draining contaminated oil after proper flushing.
4. Servicing or replacement of coupling, vertical shaft and its agitator fan etc.
5. Periodical cleaning of alum tanks.
6. Attending leakage of water inlet line to tank and alum solution discharge line including allied valves. Replacement of any components i.e. valves, MS or SS pipes with its fitting, rubber hoses with its fitting etc.
7. Repairing and replacement of perforated strainer of alum tank.
8. Repairing of Alum tank if there is any leakage or any other abnormalities.
9. Any maintenance work not mentioned above which is related to this Alum Agitator & Bleaching Agitator should be attended as per instruction of concerned engineer.

Maintenance of Flux Mixer

1. Attending any abnormalities of coupling, coupling pad, gear box, coupling of vertical agitator driving shaft etc after rectification of existing dismantled spares or replacing with new spares.
2. Motor and Gear box foundation base bolts and other components fastening bolts checking and tightening if required with proper alignment. If there is any vibration, abnormal sound in the system, corrective measure to be taken.
3. Checking of condition of lub. Oil and if found contaminated, the same oil to be drained out and fresh oil to be topped up after proper flushing.
4. Any maintenance work not mentioned above which is related to this pump should be attended as per instruction of concerned engineer.

N.B.: 1. Any equipment/System which has not been included in this scope but forms an integral part of Colony/Plant Water and Fire Water System of DTPS, the same will be treated as scope under mandatory Work.

2. In Case of Emergency/Breakdown of the system, the contractor has to provide the sufficient no of Manpower, tools & tackles to attend the trouble beyond normal working hours as per instruction of DVC Engineer in charge to bring the system/equipment in normal operation.

Optional Works:

SI No 1 (Overhauling of Colony Filter Water Pump)

1. Dismantling of total existing S/D pump assembly along with its drive motor step by step from its base (following all safety measure).
2. a) New spares to be shifted from store to site/store to machine shop and back to site
b) Dismantled spares to be shifted from site to machine shop and back to site.
3. Cleaning, checking and servicing of pump unit/components with replacing damaged ferrous/non-ferrous/rubber components. Fitting of non-ferrous bushes to pump bowl, suction case, gland packing box, wear ring to impeller etc. after machining at M/C shop with proper measurement.
4. Cleaning and checking of column pipes, discharge head, suction case, bowl, short pieces, impellers, shaft couplings, thrust bearing housing and ratchet mechanism and oil cooler etc. and repairing/servicing if feasible or replacement by new spares.

5. Cleaning & trueness checking of all shafts (i.e., top shaft, pump shaft, intermediate shafts) at m/c shop and corrective measure to be taken if it is within permissible limit or replacement of the same by new shafts.
6. Checking of gland packing box, shaft couplings, spider, spider rubber bushes, gaskets etc and repairing/ replacement by new one.
7. If there is any vibration trouble corrective measure to be taken.
8. Assembly, fitting of pumps and its components considering tech. aspects like measurement, dimension, gap, clearance etc, installation step by step up to motor/thrust bearing with proper alignment/leveling etc. as per instruction of authorized representative of MS-II
9. New gland packing to be fitted.
10. Placing of motor after thrust bearing assembly fitting.
11. Proper pump lift adjustment to be done with lifting nut with consultation of authorized representative of MS-II.
12. Coupling of the pump with motor is to be done in proper way, maintaining clearance etc.
13. Commissioning of the pump with gland packing adjustment.
14. Any maintenance work not mentioned above which is related to this pump should be attended as per instruction of concerned engineer
15. Any damaged and waste materials to be disposed to scrap yard.
16. Completion time: 04 (four) days.
17. In case of replacement, one complete bowl assembly to be made ready with dismantled/New components.
NB: Before coupling of pump and drive motor, motor terminal connection, motor free run and bump test (Rotation test) of motor etc. will be carried out by Electrical Maintenance.

SI No 2 (Overhauling of Plant Filter Water Pump)

1. Dismantling of total existing S/D pump assembly along with its drive motor step by step from its base (following all safety measure).
2. a) New spares to be shifted from store to site/store to machine shop and back to site
b) Dismantled spares to be shifted from site to machine shop and back to site.
3. Cleaning, checking and servicing of pump unit/components with replacing damaged ferrous/non-ferrous/rubber components. Fitting of non-ferrous bushes to pump bowl, suction case, gland packing box, wear ring to impeller etc. after machining at M/C shop with proper measurement.
4. Cleaning and Checking of column pipes, discharge head, suction case, bowl, short pieces, impellers, shaft couplings, thrust bearing housing and ratchet mechanism and oil cooler etc. and repairing/servicing if feasible or replacement by new spares.
5. Cleaning & trueness checking of all shafts (i.e. top shaft, pump shaft, intermediate shafts) at m/c shop and corrective measure to be taken if it is within permissible limit or replacement of the same by new shafts.
6. Checking of gland packing box, shaft couplings, spider, spider rubber bushes, gaskets etc. and repairing/ replacement by new one.
7. If there is any vibration trouble corrective measure to be taken.
8. Assembly, fitting of pumps and its components considering tech. aspects like measurement, dimension, gap, clearance etc. installation step by step up to motor/thrust bearing with proper alignment/leveling etc. as per instruction of authorized representative of MS-II
9. New gland packing to be fitted.
10. Placing of motor after thrust bearing assembly fitting.
11. Proper pump lift adjustment to be done with lifting nut with consultation of authorized representative of MS-II.
12. Coupling of the pump with motor is to be done in proper way, maintaining clearance etc.
13. Commissioning of the pump with gland packing adjustment.
14. Any maintenance work not mentioned above which is related to this pump should be attended as per instruction of concerned engineer
15. Any damaged and waste materials to be disposed to scrap yard.
16. Completion time: 04 (four) days.
17. In case of replacement, one complete bowl assembly to be made ready with dismantled/New components.
NB: Before coupling of pump and drive motor, motor terminal connection, motor free run and bump test (Rotation test) of motor etc. will be carried out by Electrical Maintenance.

SI No 3 (Overhauling of Back Wash Pump)

1. Decoupling of motor and pump.
2. Removal of pump impeller and shaft assembly from pump casing after shifting of the motor.
3. Dismantling the pump impeller and shaft assembly complete step by step.
4. Checking of bearing, impeller, shaft and other spares.
5. Trueness checking of shaft at Machine shop and corrective measure to be taken.

6. Servicing of shaft, bearings, sleeve, gland follower, stud & nuts, impeller etc. or replacement of damaged components if required.
7. All Pump components assembly including coupling is to be carried out step by step and fixing to the pump casing. During fitting of components tech. aspects like measurement, dimension, gap, clearance etc to be considered.
8. New gland packing to be fitted.
9. Checking the gland cooling, priming, and vent lines and its valves, suction line including foot valve, repairing or replacement of the components if required.
10. Placing of motor in proper position and coupling to be done with proper alignment.
11. Any maintenance work not mentioned above which is related to this pump should be attended as per instruction of concerned engineer.
12. Commissioning of the pump and adjustment of the gland packing.
13. Any damaged and waste materials to be disposed to scrap yard.
14. Completion time: 3 (Three) days.

NB: Before coupling of Pump and Drive motor, motor terminal connection, motor free run and bump test (Rotation test) will be carried out by Electrical Maintenance.

SI. No. 4 (Overhauling of Fire Water Pump)

1. Dismantling of total existing shutdown fire water pump assembly along with its drive motors and gear box & thrust bearing assembly step by step from its base (following all safety measure).
2. a) New spares to be shifted from store to site/ store to machine shop and back to site
b) Dismantled spares to be shifted from site to machine shop and back to site.
3. Cleaning, checking and servicing of pump unit/components after replacing damaged ferrous/non-ferrous/rubber components. Fitting of non-ferrous bushes to pump bowl, suction case, gland packing box, wear ring to impeller etc. after machining at M/C shop with proper measurement.
4. Cleaning and Checking of column pipes, discharge head, suction case, bowl, short pieces, impellers, components of Gear Box, Thrust bearing housing and ratchet mechanism, oil cooler and other parts and repairing/servicing if feasible or replacement by new spares.
5. Cleaning & trueness checking of all shafts (i.e. top shaft, pump shaft, intermediate shafts) at m/c shop and corrective measure to be taken if it is within permissible limit or replacement the same by new shafts.
6. Checking of gland packing box, shaft couplings, spider, spider rubber bushes, gland sleeve, line shaft sleeves, gaskets etc and repairing/ replacement by new one.
7. If there is any vibration corrective measure to be taken.
8. Assembly and fitting of pump and its components considering tech. aspects like measurement, dimension, gap, clearance etc , installation step by step up to thrust bearing and gear box with proper alignment and leveling.
9. Connection of link shaft of fire engine with gear box of pump.
10. Pump lifts adjustment to be done by lifting nut as per instruction of authorized representative of MS-II.
11. Fitting of new gland packing.
12. Placing of motor after gear box and thrust bearing assembly.
13. Coupling of the pump with motor is to be done in proper way, maintaining clearance etc.
14. Any maintenance work not mentioned above which is related to this pump should be attended as per instruction of concerned engineer.
15. Checking of all cooling lines and valves of fire pump and fire engine, repairing or replacement of the components is to be done.
16. Commissioning of the pump through Motor/Engine with proper adjustment of the gland packing.
17. Damaged and waste materials to be disposed to scrap yard.
18. Completion time: 05 (five) days.

NB: Before coupling of Pump and Drive motor, motor terminal connection, motor free run and bump test (Rotation test) will be carried out by Electrical Maintenance.

SI. No. 5 (Overhauling of Raw Water Pump)

1. Dismantling of total existing S/D pump assembly along with its drive motor step by step from its base (following all safety measure).
 - a) New spares to be shifted from store to site/ store to machine shop and back to site
2. Dismantled spares to be shifted from site to machine shop and back to site.

3. Cleaning, checking and servicing of pump unit/components with replacing damaged ferrous/non-ferrous/rubber components. Fitting of non-ferrous bushes to pump bowl, suction case, gland packing box, wear ring to impeller etc. after machining at M/C shop with proper measurement.
4. Cleaning and Checking of column pipes, discharge head, suction case, bowl, short pieces, impellers, shaft couplings etc and repairing/servicing if feasible or replacement by new spares.
5. Cleaning & trueness checking of all shafts (i.e. top shaft, pump shaft, intermediate shafts) at m/c shop and corrective measure to be taken if it is within permissible limit or replacement the same by new shafts.
6. Checking of gland packing box, shaft couplings, spider, spider rubber bushes, gland sleeve line shaft sleeves, o-rings, gaskets etc and repairing/ replacement by new one.
7. If there is any vibration trouble corrective measure to be taken on components of pumps including blue matching of motor stool and other parts.
8. Assembly, fitting of pumps and its components considering tech. aspects like measurement, dimension, gap, clearance etc , installation step by step up to motor stool/discharge head with proper alignment/leveling etc. as per instruction of authorized representative of MS-II
9. Fitting of new gland packing with existing/new lantern rings.
10. Fitting of existing/new couplings to top shaft.
11. After placement and fixing of motor on motor stool, coupling of drive motor & pump to be done with maintaining proper pump lift.
12. Commissioning of the pump and proper adjustment of gland packing.
13. Other residual components to be kept in proper place for further use.
14. Any damaged and waste materials to be disposed to scrap yard.
15. Any maintenance work not mentioned above which is related to this pump should be attended as per instruction of concerned engineer.
16. Completion time: a. Raw water pump – 6(six) days
17. In case of replacement, to make ready one bowl assembly complete with dismantled components
 - A. Dismantling of total bowl assembly, cleaning and checking of the same like bowl, suction case, impeller, wear ring, pump shaft and other components and servicing the same components with replacement of damaged non-ferrous bushes of bowl, suction case, wear ring of impeller etc. after machining at machine shop with proper measurement. Replacement of damage components by new spares which are to be brought from store.
 - B. Assembly of total components step by step to make total bowl assembly and kept the same in a proper place as spares.

NB: Before coupling, motor terminal connection, motor free run and bump test (Rotation test) will be carried out by Electrical Maintenance.

Sl. No. 6 to 19

Fire Fighting System (Clamping of (different size) pipe to attend leakage (inclusive of fabrication of clamp) and replacement of pipe through welding joint (over ground/under ground).

1. Valves, pipe, spares shifting from DTPS, DVC store to site.
2. After isolation of water line (fire), damaged/non-working valves are to be taken out and matching flange is to be cleaned.
3. Installation of new landing valves with gaskets, bolts, nuts, and commissioning of valves.
4. Clamping, joint welding or replacing the damaged portion of the pipes, if any, is to be carried out in consultation with Engineer in Charge.
5. Commissioning of the repaired line.
6. Valves are to be returned to store/store yard and scrap pipes to be disposed off to scrap yard.
7. Any other works not mentioned above and BOQ, but required to complete the work successfully is to be done by the contractor.
8. All the risk and responsibilities in respect of labours engaged will be under the scope of the contractor.

Replacement of different size pipe and painting of the pipe.

1. Transportation of pipes from store to site.
2. Site cleaning and dressing for lay out pipe lines.
3. Earth work in excavation over areas including disposal of excavated earth disposed earth to be levelled and neatly dressed for attending Water Leakages/replacement of underground pipes .
4. Making different degree bends by fabrication from pipe pieces if required.
5. Laying out pipes by welding considering proper technical aspects.
6. Structural support to be done if required.
7. Connection of laid-out pipe line to the existing water line.

8. Painting with synthetic enamel paint (Colour deep green in water line and red in fire line) two coats over a coat of primer outside the pipe with supply of paint.
9. Any maintenance/replacement work not mentioned above which is related to this work should be attended as per instruction of concerned engineer.
10. Any damaged and waste materials/spares to be disposed off to scrap yard.
11. All the skilled/unskilled manpower along with supervisor to be arranged by the party.
12. Electricity, water will be supplied free of cost by DVC.
13. Gas, welding electrodes, welding cable, gas cutting set, all tools and tackles, paints required for the job is to be arranged/supplied by the party.
14. Transportation and machining from outside will be done by the contractor. Machining charges will be paid as per actual.

NOTE:

All scrap materials are to be removed to the specified area after completion of job; otherwise, the job will not be treated as 'completed'.

SI. No. 20. (Machining job which are required for maintenance work of the equipment's under the scope of Work): -

Transportation and machining charges, which includes the specific machining activity like key way making, gear cutting etc. The payment shall be given at actual on production of bill.

Note: - The job, where time schedule are not categorically mentioned, is to be completed within the time period as mutually agreed by DVC and the contractor.

Specification of Pumps:

Sl. No.	Pump	Make	Type	Head	Installed Quantity	Capacity	Motor HP	Motor RPM
1.	RAW WATER PUMP	WPIL	VERTICAL TURBINE (MAKE: WPIL, MODEL: IZ 1152-53)	30 mtr	2	40000 LPM OR 2400 CUM/HR	285 KW	980
2.	FIRE WATER PUMP	FAIRBANK MORSE, USA AND FLOWMORE LTD.	14" HC 6927, FM-4 VERTICAL PUMP AND GEAR BOX COUPLED WITH FIRE ENGINE	80 mtr	3	385cum/hr	125	
3.	PLANT FILTER WATER PUMP	GRSE	MODEL: 2112X7 STAGE	67M	3	2000 LPM		1500
4.	COLONY FILTER WATER PUMP	GRSE	MODEL: 2112X8 STAGE	60M	4	3000 LPM		1460
5.	BACKWASH PUMP	MATHER & PLATT	MODEL: 10/10 MFV	12.5 M	2	626.7 M3/HR	25.09 KW	1470
6.	CLARIFLOCULATOR	GEO-MILLER & Co. Pvt Ltd.			2	30,000 LPM		

TERMS & CONDITIONS:

1. **Contract period:** One Year from the date of commencement of the work.
2. **Price Basis:** Rate shall remain VARIABLE as per PV Clause throughout the contract period. The price quoted by the bidder for the contract shall be subject to adjustment during pendency of the Contract to reflect changes in the cost of skilled/unskilled labour in accordance with the procedure specified in **Annexure-VI (PVC for Labour Cost)**. The rate shall be inclusive of all taxes but excluding GST. GST as applicable shall be paid extra as per GOI rules.
3. Bidders shall have to quote their rates in “Percentage (%) Above” OR “Percentage (%) Below” OR “At Par” with DVC’s ‘**TOTAL ESTIMATED COST**’ in the Price Bid.
 - (i) In case of either “Percentage (%) Above” OR “Percentage (%) Below”, the quoted percentage (%) will be loaded on the individual estimated rates for each of the works as mentioned in the Bill of Quantity (ANNEXURE-V) to determine the Bidder’s quoted rates for the different jobs.
 - (ii) In case of “At Par”, the rates of the bidder will be considered to be equal to the estimated rates as mentioned in the Bill of Quantity (ANNEXURE-V).
4. **Bid Evaluation** shall be done on overall basis. However, the L-1 bidder shall be decided through reverse e-auction bidding. Reverse auction will be done on “TOTAL EVALUATED PRICE” as defined in the bidding document.
5. **INTEGRITY PACT CLAUSE:** DVC shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure-Y. The proforma has to be resubmitted by the bidder (along with techno-commercial bid) duly signed by the same signatory who signed the bid i.e. who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact proforma duly signed by the bidder shall be rejected straightaway. All pages of Integrity Pact to be signed by the bidder’s “authorized signatory who signed the bid”. In other words, entering into this pact would be a preliminary qualification.
6. **PRICE BID DISCLOSURE:** If any price component related to subject NIT in full or in part is exposed and found with its techno commercial offers, the offer shall out rightly be rejected and will not be considered further.
7. **PAYMENT TERMS:** 90% of contract price for works/service contract against R.A. Bills. Remaining 10% after completion of the contract.
8. **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:** No Security-Deposit-cum-performance Guarantee is required for contract value upto Rs.1 lacs. At the discretion of Tender Inviting Authority for any site packages/ procurement upto Rs.100 lacs/, security deposit may be recovered as Pro-rata deduction @3% from the running bill/submitted invoice. successful bidder shall have to deposit as Security for satisfactory execution and guaranteed performance of the job for an amount equivalent to 3% of the total order value in the form of Bank Guarantee (as per DVC format) from any Nationalized/ Scheduled Bank and it should have validity covering contract period of twelve (12) months and defect liability period of six (6) months plus 6 months claim period thereafter. The BG is to be submitted within 30 (thirty) days from the date of issuance of WO.
No payment, whatsoever will be made till the acceptance of SDBG as the case may be as per the terms of the contract.
In case banks refuse to issue BGs having Claim Period separately, the validity period of those BGs may be taken as warranty period plus six months.
However, for ordered value above RS. 100 lakhs, Security Deposit in the form of Bank Guarantee shall only be acceptable.
9. **DEFECT LIABILITY PERIOD:** Defect liability period for each job for each frequency is one month after the commissioning of the equipment except cleaning type job. Defect liability period for overhauling job is six months.
If any defect is found during the defect liability period, it is to be attended by the contractor free of cost.
10. **TIME OF COMPLETION:** Time frame of completion of a particular job shall be as mentioned in Annexure-v. For the jobs whose time of completion is not mentioned specifically, it will be **completed** within the time period as mutually agreed by DVC and the contractor.
11. **L. D. Clause:** - DVC reserves the right to recover a sum equivalent to 0.5% of the delayed work for each week of delay or part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage due to delay in completion of work attributable to contractor.
12. **AGREEMENT:** Contractor shall have to execute a contract agreement in DVC prescribed format on a non- judicial stamp paper worth Rs. 50/- (Rupees Fifty only) before commencement of work .
13. **SITE MOBILIZATION: MOBILIZATION:**
 - a. Initial Mobilization to start the contract within FIFTEEN (15) days from the date of intimation by MS-II DTPS,DVC
 - b. Contractor is to mobilize manpower immediately within 24 Hrs from the time of intimation for the individual jobs covered under the ARC. Failure in completing the job within stipulated completion time, as instructed by the EIC, penalty as deemed suitable shall be applicable.
14. **IN CASE OF NON-MOBILIZATION/ NON EXECUTION** of work within stipulated time frame, the Corporation reserves the right to get the job done by engaging any other agency at the prevailing market rate and the cost of which shall have to be borne by you.

15. **No demobilization/ compensation charge will be admissible to the Bidder in case of suspension of work due to any reason whatsoever.**
16. **Contractor Evaluation:** Submission of Contractor Evaluation Form jointly signed by Contractor's Site-in-charge & DVC's EIC shall be mandatory.
17. **Engineer-in-charge: The work will be supervised by the MS-II, DTPS or his Authorized representative.**
18. **PENALTY CLAUSE**

- A. Penalty for shortage of Manpower:** Before commencement of the contract, contractor will furnish the details of man power deployment in general-shift as given minimum man power requirement. Any shortfall in deployment of minimum man power during execution of contract as per tender would be liable to deduction as follows:

SL. NO.	ITEM	PENALTY
1.	Non availability of Highly Skilled	Rs. 1500/- per day
2	Non availability of Skilled	Rs. 1200/- per day
3	Non availability of Semi-Skilled	Rs. 1100/- per day
4	Non availability of Un-skilled	Rs. 1000/- per day

- B. Penalty for non-compliance of Others:**

SL. NO.	ITEM	PENALTY
1	Non execution of job allocated to the contractor	Rs. 500.00/ day or 20% of the job value /occasion whichever is lower (for optional jobs) and Rs. 250.00/ job/ day limited to Rs. 2500.00 (for compulsory jobs)
2	Non- cleaning of area/ surroundings	Rs. 500/ occasion
3	Scrap disposal not done	Rs. 1000/ occasion

- C. PENALTY FOR DELAY IN OBTAINING GATE PASS BY THE CONTRACTOR FOR THE WORKERS:** Contractor will have to submit application for obtaining/renewal of gate pass for his workers to proper authority at least seven (7) days ahead of expiry of the gate pass failing which a penalty will be imposed @ Rs. 1000/- for per day of delay.
- D. PENALTY FOR DELAY IN PAYMENT:** Contractor shall have to make wages/salary payment to worker within 10 days of succeeding month failing which penalty will be imposed @ 0.5% of the delayed amount for each week of delay or part thereof subject to maximum 5% of the total order value.

19. **FORCE MAJEURE:** It will be guided as per Clause No. 16 of GCC.
20. **Termination Clause:** - The Contract may be terminated as per the following DVC's GCC guidelines: DVC may terminate / short close the contract, by not less than 30 days written Notice to the contractor, to be given after occurrence of any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (g), (h) & (f) below.
- If you fail to comply with any of the terms of the order or do not remedy a failure in the performance of your obligation under the contract, within 30 (Thirty) days after being notified or within any further period as the owner may have subsequently approved in writing.
 - The bidder becomes bankrupt or goes into liquidation.
 - If as a result of Force Majeure, you are unable to execute the job for a period of not less than 60 days.
 - If you, in the judgment of the owner has engaged in corrupt or fraudulent practices in competing or in executing the contract. For the purpose of this clause:
 - "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.
 - "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the owner.
 - You are otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.
 - If the owner, at its sole discretion, decides to terminate this contract.

Special Terms and Conditions:

1. The jobs covered under the scope are critical in nature & have great impact on our generation. So, the contractor must have a versatile knowledge of jobs and have to deploy the manpower in different cadre sufficiently to complete the jobs at any time. To meet the emergency in odd hours & Sunday/Holiday, contractor has to depute persons accordingly. Apart from above, sufficient manpower is to be arranged accordingly to take up the jobs, which are preventive in nature on time to time basis, based on frequency of PM schedule etc & also to take up the jobs during short / long shut down of the units
2. Contractor is to mobilize manpower immediately within 24 Hrs from the time of intimation. Failure in completing the job within stipulated time period, as instructed by EIC, penalty, as deemed suitable, shall be applicable.
3. **The works, under MISC Maint.** head, are to be carried out in General shift & a selection gang, depending upon job or mutually discussed with EIC, will have to be maintained beyond general shift hours depending upon urgency of work without extra cost to DVC.
4. **Party should engage minimum 1 nos. Supervisors (Highly skilled, experience in maintenance of vertical turbine & horizontal Pumps), 1 no. highly skilled technician (experience in Pumps maintenance), 1 nos. skilled technician (one experience in maintenance of vertical turbine & horizontal Pumps), 1 no. semi skilled Rigger, 1 no. skilled welder/cutter, 4 nos. Unskilled Labour.**
5. The Supervisor should have enough knowledge of the area & should report to EIC every day in the morning. He should always keep in touch with the area engineer for any emergency jobs to attend.
6. The quantity given in the BOQ is only indicative, it may vary either side.
7. **Progressive payment** would be made to contractor as per actual jobs done during the billing period. The contractor's representative should maintain his job register & get it signed by DVC representative. On the basis of that, the monthly RA bill will be prepared and released.
8. The payment to the workers to be paid as per the CLC Rate announced by Govt. from time to time. The contractor has to follow it strictly.
9. The contractor has to pay the monthly wages up to 7th of the next month. The R.A bill will be released only after wages have been paid. The photocopy of the wage sheet to be produced as documentary evidence in every month.
10. The contractor has to protect his manpower under the labour act. Contractor has to arrange for insurance for the manpower working against this contract to his cost. For any casualty/accident occurred during attending the jobs, the contractor will be responsible for that. He will make the compensation as per norms. DVC will not be responsible for such incident.
11. The Contractor must have a labour license. The insurance amount will not be re-imbursable to him by DVC.
12. The contractor must have a PF code. He should deduct the PF amount as per rule & deposit it to R.P.F Commissioner. He should follow the PF rule as announced/communicated by Regional PF Commissioner time to time.
13. The contractor has to provide ESI card to his workers.
14. Party has to comply the safety rules as per the new Safety Manual laid down by DVC norms. He will be fully responsible for the strict compliance of safety during attending the jobs. Party has to provide safety shoe, safety helmet, safety goggles & other protective equipments to his workers. Violation of safety rules will be viewed seriously & suitable penalty, as deemed fit, will be deducted from the Contractor's bill.
15. **Following items shall be supplied by DVC free of cost for the execution of the jobs:-**
 - Necessary spares, special welding Electrode, Gasket, gland packing, Nut-bolts, sp putty , rubber cord, sheet etc.
 - Electricity, compressed air (excluding the area of Intake Pump House), water etc.
 - Special T&P & special jigs & fixture available at site shall be given.
16. **Following items have to be arranged by the contractor to do the jobs:-**

List of Tools:

 - Welding machine:1no Generator+1 no portable, Hydraulic Jack, Chain block, sling, I bolt(different sizes) , D shackle(different sizes), Grinding machine, V-block, Cutting set with heating nozzle & brazing nozzle etc as per requirement in the areas.
 - All general purpose T&Ps are to be maintained in sufficient nos. by the Agency to meet the job requirement.
 - Precision measurement tools (of reputed make) like Dial gauge, Vernier caliper (150 & 300 mm), outside micrometer(0-25,0-150 & 150-300 mm), inside micrometer, filler gauge, master level, spirit level, outside caliper, inside caliper etc.

List of Consumables (list not exhaustive)

 - DA & O2 gas, Argon, Cutting / grinding wheel, hacksaw blade etc.
 - General purpose Electrode (branded as approval by EIC), M-seal, quick-fix etc
 - Aerosal spray/Rustolene, marking paint etc.
 - Cotton waste, marking cloth, Grease, Diesel, petrol etc.
 - Emery paper, lapping compound, lead wire, scrapper, knife, cleaning compound etc.
 - Sufficient no of Hand lamp with wire & Ext board, bulb 220 V/24 V as per requirement.
 - Welding accessories (O2 & DA regulator etc), Torch & Torch cell, Tube cleaning brush etc.
17. **All lifting tools & tackles** like chain pulley block, lifting & pulling machines etc are to be tested by the competent agency time to time with valid certification is to be submitted to EIC.

18. The free issued items, given to the contractor to do the jobs, should not be wasted or handed over to any other agency. Mishandling of such items will be viewed seriously & suitable penalty, as deemed fit, will be deducted from the contractor's bill.
19. DVC will provide special tools, if any, applicable to the equipment & the same has to be returned after completion of job to the respective person without any fail.
20. DVC will provide at free of cost crane, hydra etc. for transportation of spares from stores to working site subject to availability. If DVC's facility is not available on time, contractor has to arrange himself without any cost liability on DVC.
21. EOT crane, wherever available, will be provided by DVC at free of cost.
22. Priority of the work will be decided by DVC EIC & Quality of the job should be up to satisfaction of EIC.
23. Any scrap deposited during process of work on any equipment, will have to be shifted to scrap yard or as instructed by EIC.
24. Party should provide mobile phone to the supervisor.
25. One log book for day to day maintenance job done has to be maintained by the party & monthly report for details of work done, spare parts consumed has to be submitted to DVC EIC
26. If during attending any job any alteration of the structure is done, the party has to normalize it after completion of job at free of cost.
27. Any other terms & conditions not covered as mentioned above will be followed as per GCC of DVC.
28. The bidder shall submit a copy of monthly payment voucher showing detail payment made by bidder to his workers/supervisors on demand along with the monthly bill. All payments are to be made in presence of DVC authorized persons on prior intimation or the case may be.

N.B.: - The above no. of quantity of different jobs in BOQ format is tentative/approximate only and may vary depending on the actual work requirement during execution of job. However, the price shall be limited to the total order price.

-----X-----

OTHER TERMS AND CONDITIONS OF THE CONTRACT: -

1. **Insurance:** - The Insurance of personnel employed in the job shall be done by you. No compensation of any major/minor/disabilities/damage would be given by DVC, DTPS.
2. Detail of Mobilization including materials and men with requisite experience for different categories etc. should be furnished to the Engineer-in-Charge before commencement of the work.
3. **Safety measures:** - The workmen under your control working in the vicinity of running equipment are to be given proper safety gears and to be careful to avoid any accident, loss of life or damage to DVC, DTPS property. Guide line for action in respect to safety measures for the job are specified hereunder.
 - (a) You have to ensure safety of your workers at site, while working and to provide all kinds of safety equipment required for the job like safety belts/safety ladder/safety net personal protective devices etc. to your workers.
 - (b) You will be liable to pay compensation, if any, to your worker for accident "Arising out and in course of employment", under the Workmen's compensation Act.
 - (c) Before execution of the job at site you will have to take clearance from DVC's safety department.
 - (d) Safe scaffolding as certified by Safety Department to be used before start of work.
 - (e) You shall have to abide by Mandatory Safety clauses enclosed.
 - (f) DVC, DTPS in no way shall be responsible for safety of your workmen.
4. **Precautionary measures to avoid damage of other equipment:** - You should take care for safety of equipment and property of DVC, DTPS. Any loss to this effect will be your responsibility entirely and you shall have to make good for the losses and extra expenditure incurred by DVC, DTPS thereof.
5. **Discipline:** - Your employees should maintain proper discipline and behavior and do not cause any hindrance to smooth running of the Power Plant or in execution of duties by DVC, DTPS Employees. Controlling Officer is fully empowered to ask you to withdraw any worker/workers on charges of misconduct, incompetence/negligence in discharge of duties and such worker/workers may not be deployed without his permission.
6. **Laws:-**
 - (i) Contractor shall have to abide by all Statutory Acts and Laws and Regulations of respective Government.
 - (ii) **The contractor shall have to obtain Labour License under section 12 (1) of the CLRA Act, 1970 from the concerned office of the Regional Labour Commissioner (Central), as applicable.**
 - (iii) Contractor shall be responsible for compliance of all statutory obligations under Factories Act.1948, Contract Labour Act, Minimum Wages Act, Payment of Wages Act and also be responsible for payment of employees contribution under EPF etc.
 - (iv) The workers deployed by the contractor will be bound by regulation of Factories Act. 1948. Minor and women labours shall not be engaged in this job.
 - (v) Xerox copies of the documents showing deposit of EPF amount to the EPF department of Govt. should be submitted to the controlling officer and personnel department every month before submission of monthly bill for payment.
7. **Unit Office:** - For the purpose of office accommodation, unfurnished space will be allotted to you at a mutually agreed place within the plant premises with water supply and electricity facility.
8. **Tools and Tackles:** - DVC, DTPS will not provide tools and tackles.
9. **Discontinuation of Job:** - In case the job is found discontinued by you within the contractual period, DVC, DTPS shall have the right to award part or full job to any other outside agency and the expenditure thereof shall be deducted from your bill/Security deposit.
10. **Wage Sheets:** - You should maintain up to date payment register of your labourers. The contract operating authority or any other representative of the controlling officer may check the register so maintained any time and if in case it is observed that the regular payment to the labours is not made, the same would be deducted from your bills and necessary action as deemed fit would be taken against you. Wage sheet of workers should be submitted to the controlling officer every month with the bill.
11. **Subletting:** - You shall not be allowed to sublet the work as a whole to any sub-contractor. You may sublet some particular work if permitted by DVC, DTPS authority.
12. **Contingency:** - You must possess sufficient fund to pay the workers when bills are not paid/passed for reasons whatsoever for at least two months.
13. **Taxes:** Shall be paid extra at actual on submission of documentary evidence.
14. **Labour Regulations and Minimum Wages:** - You shall abide by the provisions of the contract Labour Act 1970 for which you have to maintain records as necessary in terms of minimum wages act read with the other statutory

- provisions. The provisions under the Factory Act 1948 as amended from time to time shall have to be complied by you.
15. **Local Rules & Regulations:** - You have to abide by the rules and regulations framed by DVC authority which may change from time to time in the interest of the project. You have to follow the duty hours as will be specified by the controlling officer during execution of contract.
 16. **Security Gate Pass:** - You have to arrange gate pass for your workmen from the security department and the rules and regulations related to this subject shall be binding on you.
 17. **Withdrawal of workmen:** - In case of any worker is found hampering the interest of the project in any way, DVC reserves the right to take appropriate action. In such case, you shall have to replace such workmen within 24 Hours' notice from the controlling officer.
 18. **Idle Labour Charge:** - DVC shall not responsible for payment towards idle labour charge under any circumstances.
 19. **Safety of Working Personnel:** - DVC in no way shall be responsible for safety of your workmen. You should supply the necessary protective devices for safety of your workmen and you will ensure that necessary safety precautions have been taken for your workmen.
 20. **Accident:** - In case of any accident of your workmen you have to arrange necessary *prima facie* requirement immediately after the incident. DVC shall in no way be held responsible to compensate your workmen be it on duty or not. No benefit in any form shall be admissible in such case.
 21. **Payment to Workmen:** - You shall have to make wages/salary payment to workmen within 10 days of succeeding month failing which the order may be terminated without further reference. Monthly salary/wage sheet shall have to be submitted to (One copy) the Personnel section.
 22. **Canteen facility:** - Canteen facility may be extended to your working personnel on chargeable basis.
 23. **Accommodation:** - Unfurnished Residential accommodation, if available, shall be provided on chargeable basis and charge will be deducted from respective monthly running bills. All maintenance work shall be your responsibility and at your cost from the day of taking occupation of the rooms. Security deposit would be kept withheld in case you fail to vacate the rooms within seven (7) days from the date of completion of the contract and other penal measures as deemed fit by the DVC, DTSPS will be taken.
 24. **Checking:** - Controlling officer or safety officer at their discretion may check/examine any of your tools/scaffolding/working condition etc. and if unsatisfied he may suspend the job temporarily till proper measure is taken from your end.
 25. **Workers compensation:** - All the workers under the contract must be paid compensation as per Workmen's Compensation act in case of injury or death in course of employment while on duty, by you at your own cost.
 26. You must have **Provident Fund** code no. for depositing Provident Fund amount for your workmen.
 27. You should furnish **P&T / Mobile Numbers** of the responsible contact person(s) for emergency need to avoid any unforeseen situation.
 28. You shall be fully responsible for your workers with regard to terms of employment. DVC is not responsible in any manner, whatsoever in respect of workers engaged by you for carrying out the work at DTSPS, DVC.
 29. No child labour shall be engaged by you as per statutory rule of Govt. of India.
 30. The staff engaged by you should not be under addiction of drug/ liquor while on duty. It would be obligatory on the part of you to remove any such worker from the job whose action or conduct in the opinion of DVC management is detrimental to the interest of Corporation.
 31. Contractors shall have to comply with the statutory provisions under the ESI Act 1948 and have to obtain individual ESI code in respect of the workers employed for the job.
 32. **Compliance of EPF Scheme for the workers engaged by the contractor shall be applicable as per rules.**
 33. **MANDATORY SAFETY CLAUSES OF THE WORK CONTRACT & TENDERER'S RESPONSIBILITY:**
 1. The contractor/ agency shall comply with all the requirements of the Factories Act, State Factories Rules as amended time to time, and all other statutory requirements as applicable to his work, like Indian Electricity Act, ESI Act (Wherever the facility is available), PF Act, Workmen's Compensation Act, Motor Vehicles Act, etc. He shall ensure compliance of all the responsibilities of the Occupier and Factory Manager as mentioned in the Factories Act, in his activities of work.
Additionally, the contractor shall comply with all the Rules framed by DVC (Also referred here as DVC), relating to Safety of all those working/ present in the work place, and ensure compliance with all types of permit to work. He shall also comply with all directions given by the Engineer In-charge or Head of DVC Project Safety Deptt. Or, their nominated representative with specific regard to Safety and Health of the workers.
 2. The Contractor/ Agency shall frame and implement its Safety and Health Policy, which shall contain all the provisions relating to compliance of DVC Safety/ Health and Safety Policy.
 - 2.1 The Contractor shall appoint a full time Engineer with qualification of either Degree in Engineering, with not less than 1 years of supervisory experience or Diploma in Engineering with not less than 3 years of

experience, in supervising the work for each 50 workers/ staff or a part thereof. Where the work is of hazardous in nature the supervisor shall be appointed for first 20 workers also.

- 2.2 If at any time the contractor employs more than 150 workers including staff, he shall appoint from the start of work itself a Safety Officer, with the qualification as mentioned in the Factories Act/ State Factories Rules applicable to the state, in which the work is carried out. The Safety Officer of the Contractor shall discharge only those responsibilities as mentioned in statutory rules for the Safety Officers.
- 2.3 Before start of work by the Contractor, the Contractor shall sign an MOU with Head of DVC Project Safety Deptt. and Engineer In charge of the contract, wherein he shall submit following documents also:
- a) Safety Plan of the Contractor for his own as well as his sub- contractors and action plan to implement it;
 - b) Methodology (Including responsibility) of accident reporting to DVC authorities and statutory authorities, conduct of enquiries, and implementation of corrective measures.
 - c) The Contractor shall get all his Lifting equipments and tackles thoroughly examined / tested through a Competent Persons, approved by the local state Government, where the work is being undertaken.
 - d) For contracts, which are for one year or more year's duration, before start of work by the Contractor, the Contractor shall purchase new required personal protective equipments' and get it verified from Head of DVC Safety Deptt, for inspection of quality and quantity purchased. Safety Department will inspect these Safety Shoes, Safety Helmets and Safety Harnesses for it's suitability. Only after this inspection and clearance in writing from DVC, above referred items shall be used or issued by the Contractor.
The cost of these PPEs are treated under chargeable expenditure for which there is the cost of these PPE should be estimated in line with para 2.11.1 (statutory and non -statutory consideration while working out estimate page no. 60) of IR and compliance Hand Book-2015 (1st edition). Tenure of these three Personal Protective Equipment's shall be applicable once for those numbers working for one year, if these are purchased from the party with which the rate contract had been made by DVC; at the rate at which rate contract had been made by DVC; or from the original IS Marked equipment manufacturer (Or his authorized representative), registered with Bureau of Indian Standard. The estimated value of Safety Shoes and Safety Helmets shall be limited to the number of employees, for which the contractor had taken the labour licence or DVC had approved to hire; for the Safety Harness payment in estimated value shall be restricted to the decided quantity between the Contractor and DVC
 - e) Before using the lifting equipments and other safety related items, the contractor shall present these to Head of DVC Safety Deptt, and Engineer In charge, for inspection, who will inspect these equipments for its safety. Only after their clearance in writing, these items shall be used by the Contractor. However, all liabilities for statutory violations for these equipment shall be of the Contractor.
 - f) Before Start of the contract, the Contractor shall provide appropriate Safety Training to all his workers, of at least one full day duration, through an external agency, with faculty having the qualification as mentioned in the Factories Act/ State Rules for the Safety Officer, and having minimum 5 years of power plant site exposure, with regard to implementing safety provisions. OR Safety wing of DVC may also provide safety Training to contractor's workers. *The DVC Management has a right to refuse issue of gate pass to the workers, if the workers are not trained before start of work and subsequently every 6 months.*
 - g) Before Start of the work by the Contractor, the Contractor shall get occupational health examination (Specifically lung function test, coal miner's pneumoconiosis and audiometry) of his workers, working/ to work in hazardous activities, through a Medical Practitioner/ Certifying surgeon, approved by the State Government for conduct of occupational health examination, and subsequently as mentioned in the state factories rules. DVC shall provide Occupational Health Check Up of all contract workers including i.e. supply, casual, AMC/ARC workers working within the Power House (only Thermal) with cashless facility. Only those who are found fit in such medical examination shall be employed by the Contractor.
 - h) In case of occurrence of any accident/ mishap/ violation of statutory provisions/ DVC Rules, Competent authority in DVC may constitute inquiry Committee, to find out the circumstances or causes into it, remedial measures to prevent recurrence of similar accidents/mishaps/ violations etc.. The Contractor shall provide full cooperation in conduct of inquiry,conducted by such Inquiry Committee and also send his workers to attend the inquiry and give statement, with full wages for the day.
 - i) Wherever there is probability of fall of worker/ material from more than 8 Ft, to prevent his fall, the contractor shall provide Full Body Safety Harness with ISI mark to all his workers and ensure it's use. He shall also provide safety net below such work place. He shall ensure compliance of all provisions of Permit for working at height advised by DVC. If the fall arrester is provided by DVC, the Contractor shall ensure it's right use.

- 2.4 The contractor shall use only double insulated power tools at the construction place. He shall only use 3 Core cable for Single phase supply and 4 Core Cable for 3 Phase supply. For all electrical connections appropriate ELCB shall be used by the Contractor.
- a) In no case any electric supply shall be taken through loose wire like supply without Plug Top.
 - b) No electrical repair work shall be carried out on any live equipment. It shall be done only by the Electrician having either ITI qualification or Wireman's certificate issued by the State Government. No work shall start without obtaining work permit from DVC Engineer In charge or his authorized representative.
3. In case any accident occurs during the construction or erection work or other associated activities, undertaken by the Contractor, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer In-charge, DVC Head of Safety Deptt. in the prescribed form (Which can be collected by the Contractor/ Agency from the Project Safety Deptt.), and also to all the statutory authorities envisaged under the applicable laws.
4. The Engineer In-charge as well as DVC Head of Safety Deptt. or their nominated representative, shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments. In such cases, the contractor shall be informed in writing, and the contractor shall immediately stop the work, and comply to remove short-comings promptly. After ensuring compliance of instructions given by Engineer In charge, he shall inform him of completion of compliance, and after his written permission only, shall restart the work.
5. If the Contractor does not provide personal protective equipment's to his workers or fails to discharge of his other responsibilities, statutory or otherwise, as mentioned above, DVC may provide the same and recover the expenditure along with overhead cost etc. However, this does not absolve the contractor from his responsibility as mentioned in these conditions at Para 1.
6. Contractor shall not be allowed to use LPG Cylinder in plant premises other than DA and Oxygen cylinder.
7. If the Contractor fails complying with the provisions as mentioned above, the financial deductions shall be made by DVC, at the rate of Rs. 2,000/- per day or part thereof, from the contractor's bill for contract value exceeding Rs Thirty Lakhs; and at the rate of Rs 500/- per day for the contract value not exceeding Rs Thirty Lakhs, till the provisions are complied with.
- In case of injury, the compensation as calculated/ directed by the State Government Authorities shall be paid by the Contractor to the Victim/ his legal heir, in accordance with the statutory provisions.
- However, in case of accident, additionally, following financial deductions shall be made by DVC, from the bill of the Contractor:
- a. Fatal injury or accident causing death 10 % of contract value or Rs. 1,00,000/- per person, whichever is less.
 - b. Major injuries or accident causing 25% or more permanent disablement to workmen or employees 2.5 % of contract value or Rs. 25,000/- per person whichever is less
34. Office works: The bidder should maintain an office at site where they will maintain log book in which daily progress, remarks on healthiness of the equipments and major findings will be recorded. Bidder will maintain and furnish everyday manpower strength to the concerned representative of the controlling officer for monitoring of effective man power utilization.
35. The expression satisfactory execution of the order shall mean fulfillment of all obligations arising out of in the order. In default of satisfactory execution of the order, the Security Deposit shall be forfeited by the Corporation.
36. **Settlement of Disputes and Arbitration ::**
- (a) Any dispute(s) or difference(s) arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the owner and Bidder.
 - (b) In the event of any dispute or difference whatsoever arising under the contract or in connection herewith including any question relating to existence, meaning and interpretation of the contract or any alleged reach thereof, the same shall be referred to the Secretary, CEO of Damodar Valley Corporation, Kolkata – 54 or to a person nominated by him for arbitration. The Arbitration shall be conducted in accordance with the provisions of **arbitration and conciliation law 1996 or latest** and the decision/judgment of Arbitrator/Arbitrators shall be final and binding on both the parties.
 - (c) **However, in case the bidder is a Central Public Sector Enterprise/ Govt. Department, the dispute arising between the 'Owner' and the 'Bidder' shall be settled through Permanent Arbitration Machinery (PAM) of the Department of Public Enterprise, Govt. of India as per prevailing rules.**
 - (d) All suits arising out of this enquiry and subsequent contract, if any, are subject jurisdiction of Court in the City of Kolkata only and no other court, when resolution/settlement through mutual discussion and arbitration fails.

37. Other terms and conditions which are not specifically mentioned in the Terms & conditions of the NIT shall be guided by DVC's G.C.C. (as per applicability) available along with NIT and also available at <http://www.dvc.gov.in>.

-----XX-----

ANNEXURE – V**Bill of Quantity (BOQ)**

SL NO.	JOB DESCRIPTION	UNIT OF MEASUREMENT (UOM)	Unit Rate	FREQUENCY/ QUANTITY	ESTIMATED JOB AMOUNT (RS).	Completion Period (In Days)
	MAIN WORK DETAILS					
1	Miscellaneous unscheduled maintenance work	DAY	10287.22	365	3754834.899	365
	OPTIONAL WORK DETAILS					
1	Overhauling/replacement of Colony Filter Water Pump	NO.	25269.22	2	50538.44	4
2	Overhauling/replacement of Plant Filter Water Pump	NO.	25269.22	1	25269.22	4
3	Overhauling /replacement of Back Wash Pump	NO.	18951.92	1	18951.915	3
4	Overhauling of Fire Water Pumps in the Intake Pump House.	NO.	31586.53	2	63173.05	5
5	Overhauling of Raw Water Pumps in the Intake Pump House.	NO.	49279.65	1	49279.65	6
6	Replacement of Pipe over ground/underground up to 100 mm NB Pipe	MTR	310.1082	300	93032.46	365
7	Replacement of Pipe over ground/underground 150 mm NB Pipe	MTR	384.5103	250	96127.575	365
8	Replacement of Pipe Over ground / underground 200 mm NB Pipe	MTR	550.9824	300	165294.72	365
9	Replacement of Pipe over ground/underground 250mm NB Pipe	MTR	794.0205	50	39701.025	365
10	REPLACEMENT OF PIPE, SIZE:12" (300MM)NB AND ABOVE	MTR	888.819	50	44440.95	365
11	Clamp fabrication and fitting up to 4"	NO.	373.5525	50	18677.625	365
12	Clamp fabrication and fitting up to 8"	NO.	448.263	50	22413.15	365
13	Clamp fabrication and fitting 10" and above	No	560.3288	20	11206.576	365
14	PIPE JOINT UPTO 4"(100MM) NB FOR OVER GROUND/UNDER GROUND	NO.	448.263	60	26895.78	365

15	PIPE JOINT UPTO 8"(200MM) NB FOR OVER GROUND/UNDER GROUND	NO.	560.3288	60	33619.728	365
16	PIPE JOINT UPTO 10"(250MM) NB AND ABOVE FOR OVER GROUND/UNDER GROUND	NO.	747.105	20	14942.1	365
17	Soil excavation to uncover the water line for attending leakage/replacement of pipe and after work filling of excavated soil	Cum	352.0352	200	70407.04	365
18	Rate of painting with synthetic enamel pain (Colour deep green for water line and fire red for fire line) two coats over a coat of primer outside the pipe with supply of paint	Sqm	151.0288	800	120823.04	365
19	Machining job which are not available at DTPS Machine shop	L.S	20000	1	20000	365
Total Estimated Cost ::						
In words → : Rs. 47,39,629.00 /- (Forty Seven Lakhs Thirty Nine Thousand Six Hundred and Twenty Nine) only .					47,39,629.00	
Note: The above quantities of different jobs/works in the BOQ are tentative/ approximate only and may vary depending upon the actual work requirement during execution of work. However the price shall be limited to the total Contract Price .						

-----XX-----

PRICE VARIATION CLAUSE(PVC) FOR LABOUR COST

PRICE VARIATION CLAUSE (PVC) FOR LABOUR COST

	Particulars	Calculation
W	Additional amount payable/receiveable under PVC	$W = W1 - W0$
W1	To be Calculated	$= W0 * [F + (Lb * L1 / L0)]$
W0	Base contract price	
F	Fixed proportion of contract	15.57 %
Lb	Labour proportion of the contract	84.43 %
L0	Minimum Labour Wage of Base period	
L1	Minimum Labour Wage of Current period	

Note:

1. The price adjustment under PV Clause i.e. additional amount payable/receiveable under PV Clause will be calculated as per above PV formula.
2. The escalation shall be applied both way i.e. +Ve or -Ve.
3. **L0**= Central minimum wages [including all components, except 'Night Duty Allowance' (wherever applicable)] for unskilled labour as per the **prevailing rate as applicable on date of opening of Bid** (as circulated by HR department time to time).

Components are as described below:

(Basic + VDA),
Bonus @ 8.33% of (Basic + VDA),
Annual leave payment @5% of (Basic + VDA),
Retrenchment Benefit @ 4.92 % of (Basic + VDA),
Holiday payment @3% of (Basic + VDA),
Allowances @1000/26,
EPF & ESI.

L1= Central minimum wages [including all components, except 'Night Duty Allowance' (wherever applicable)] for unskilled labour as per the **prevailing rate as applicable on the month of execution of job** (as circulated by HR department time to time).

Components are as described below:

(Basic + VDA),
Bonus @ 8.33% of (Basic + VDA),
Annual leave payment @5% of (Basic + VDA),
Retrenchment Benefit @ 4.92 % of (Basic + VDA),
Holiday payment @3% of (Basic + VDA),
Allowances @1000/26,
EPF & ESI.

4. Night Duty Allowance (wherever applicable) will be paid extra as per the methodology as mentioned below:

Documentary evidence towards making payment of Night Duty Allowance (wherever applicable) by the contractor to the workers/supervisors engaged in execution of work order/contract, subject to maximum limit as stipulated in BOQ.

-----XXXX-----

Format for Contractor's Performance Evaluation (DVC)

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

Sl. No.	Description	Max Marks	Marks Obtained
A	Quality and Workmanship in Work: Maximum 45 Marks		
1	Quality of manpower deployed (As per the terms & condition of contract, including literacy level etc. if any) a. Skilled category (Either ITI holder and / or selected by the Engineer in Charge as per the experience and TEST conducted) b. Unskilled category (Stress on literacy level, experience and safety consciousness) c. Trained/qualified supervisor (Diploma holder and / or selected by Engineer-in-Charge knowledge/relevant experience) d. Deployment / development of highly skilled specialist technicians for critical jobs (as and when required)	05 05 05 05	
2	Strictly following quality guidelines, quality plan and / or checklist for each job, given by the Engineer- in-charge	10	
3	a. Repetition of job due to bad workmanship including defect liability (frequency of occurrence & compliance for rectification) b. Improper use of DVC facilities (Example: Leaving junction boxes open after the job is over etc.)	0 to (-) 15	
4	a. Maintaining cleanliness at workplace while working (use of working trays, container etc.) b. Proper handling of grease, oil etc. (proper container, no spillage & Contamination etc.) c. Cleaning the workplace including removal of scrap after completion of the job removal of debris etc.	06	
5	Use of proper tools & tackles applicable for a particular job	05	
6	Training of contractor's manpower at DVC training centre for at least 02 hours per fortnight	04	
B	Adherence to Time Schedule: Maximum 30 Marks		
1	Availability of all tools & tackles (under the scope of contractor) without any time delay	05	
2	Mobilization of proper skilled & unskilled manpower without any time delay	05	
3	a. Completion of job within the time frame specified in the contract (wherever available) b. Advance Scheduling of Jobs along with Engineer-In-Charge before start of the job	10 05	
4	Mobilization time taken to start the job at the beginning of the contract after getting intimation from the Engineer-in-Charge. Promptness to call.	05	

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

Format for Contractor's Performance Evaluation (DVC)

Monthly Contractor's Performance Evaluation continued.....			Page 2 of 3
Sl. No.	Description	Max Marks	Marks Obtained
C			
Adherence to Safety : Max 15 marks			
1	100% supply of PPE and Uniform as identified in contract for workers	05	
2	Follow health and safety plan whatever layout by safety deptt. time to time.	02	
3	Special care while working at heights (Use of proper sized platform / safety belts etc.)	02	
4	Proper handling of material (while lifting heavy materials at height) (Example: Use of cage/basket etc.)	02	
5	Periodical testing of lifting tools & tackles which are at the contractor's scope. Inspection of tools & tackles before start of work and during the execution of contract whenever required	02	
6	Participation in Safety Awareness of the workers and training given by DVC and safety related records.	01	
7.	Promptness and responsiveness during emergencies	01	
8	Non-compliance of safety requirements (depends on reports issued for violation of safety)	0 to (-)4	
D.			
Responsiveness : Maximum 10 Marks			
1.	Ability to respond positively for changes in scope schedules manpower	02	
2.	Availability of the contractor / site in-charge with adequate authorization and powers for execution of job. Site in-charge responses on Mobile / Phone	02	
3.	Attending telephone calls both landline and mobile for 24 X 7 hrs.	02	
4.	Attending daily/ weekly / monthly or other meetings	01	
5.	Deployment of adequate and appropriate manpower from time to time	01	
6.	Timely submission of checklists etc.	01	
7.	Timely submission of bills/ invoices and other required documents	01	
E.			
Statutory Compliances : 0 to (-)30 Marks			
1.	Complaints received from the contract workers regarding underpayment(less than statutory rates)/ delayed payment/ no payment)	0 to (-)10	
2.	No record of release of PF to workers and/or complaints received regarding the payment of PF	0 to (-)10	
3.	Non-compliance of statutory compliances	0 to (-) 5	
4.	Not obtained timely insurance coverage , ESI	0 to (-) 5	
5.	Illegal disposal of waste oil, scraps or any other hazardous materials	0 to (-) 2	
TOTAL (A to E)		100	
F.			
Bonus Points : 10 Marks			
1.	Special initiative taken for the welfare of the contract workers	03	
2.	Showing interest to come out with suggestive innovative ideas	03	
3.	Participation in e-tendering	02	
4.	Response to DVC Tender Enquiries	02	
5.	Claims and dispute	0 to (-) 3	
TOTAL (A to F)			

(Sign of Engineer-In-Charge)

(Sign. of Authorized Representative of Contractor)

Format for Contractor's Performance Evaluation (DVC)

Monthly Contractor's Performance Evaluation continued.....			
			Page 3 of 3
G.	Total Marks obtained in the Month		
	Cumulative Marks up to Previous Month		
	Marks in this Month (Total A to F)		
	Cumulative Marks		
	Cumulative Marks obtained Up to date Average Marks = ----- No of months		
Note : In case of up -to -date Average marks obtained above is 70 or below, the Contractor shall not be recommended for issue of tender/ enquiry for similar nature of work.			

(Sign of Engineer-In-Charge)

(Sign. of Authorized Representative of Contractor)

Format for Contractor's Performance Evaluation (DVC)

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

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

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

Recommendation Remark, (if any).

Engineer-In-Charge :
Signature :
Name :
Designation :

Head of Deptt. :
Signature :
Name :
Designation :

Note :-

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



ANNEXURE – E

(On Non-Judicial Stamp paper of appropriate value)

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

To
The Damodar Valley Corporation,
DVC, DTPS, Durgapur -7.

Dear Sir,
In accordance with your notice inviting Tender for _____

_____ under your specification No. _____
Dated _____ M/s _____ (Name & full address of the Firm) (hereinafter called the BIDDER) hereby submits the Bank Guarantee:

Whereas to participate in the said tender for the following: -
_____ (Name of the items to be supplied as per NIT)

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

And whereas the tender 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 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 bidder has committed any breach or breaches of any of the terms cost, 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 Bidder in respect of the said Tender Document and the decision of the corporation that the Tender has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.

We, the said bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Corporation and it is further declared that it shall not be necessary for the Corporation to proceed against the Bidder 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 Bidder 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. _____ (bidder) 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 thereunder.

Date _____ (Signature) _____
Place _____ (Printed Name) _____
(Designation _____)

(BANK'S COMMON SEAL)

WITNESS (WITH FULL NAME, DESIGNATION, ADDRESS & OFFICIAL SEAL, IF ANY)

1. _____

2. _____

_____ Please; indicate the name and address of the projects/stations/offices where the **BANK GUARANTEE is to be executed**

**BANK GUARANTEE VERIFICATION CHECKLIST**

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

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE:-

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

ANNEXURE –G

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

To
The Superintending Engineer (C & M),
DTPS, DVC, Durgapur
Pin: 713207

Sub : ‘ _____ ,’

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

Dear Sirs,

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

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

OR

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

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

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

Yours faithfully,

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

[STRIKE OUT THE PORTION WHICH IS NOT APPLICABLE]

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

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

ANNEXURE – H

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE Bidder

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

Non Judicial Stamp Paper (minimum value of `10).

A F F I D A V I T

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

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

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

3. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector undertaking.

OR

I/We have been banned by the organization named “-----“for a period of -----
-- year/s, effective from ----- to -----.

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

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

OR

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

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

Signature of the Tenderer

Dated:

Signature and Seal of Notary

ANNEXURE – i

(To be uploaded by the Digital Signature Certificate Holder)

ON NON JUDICIAL STAMP PAPER

TO WHOM IT MAY CONCERN

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

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

Thanking you

Yours faithfully

.....

<Signature of the Attesting Authority of the Company>

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

Attested by <Name of Attesting Authority>

.....
.....

Stamp

Notarized by

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

Stamp

ANNEXURE – J

DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT

Requirement for RTGS / CBS /NEFT

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

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

(Authorised Signatory)

(Printed Name)

(Designation)

Date : (Name)

Place: Address.....

(Company Seal)

Bank Certification:

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

Date: (Authorised Signatory)

Place: (Name)

(Designation)

(Authorization No.)

(Bank Seal)

INTEGRITY PACT

Between

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

AND

_____ hereinafter referred to as "The Bidder/ Contractor"

Preamble:

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

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

SECTION-1: COMMITMENTS OF THE PRINCIPAL

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

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

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

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

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

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

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

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

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

SECTION-4: COMPENSATION FOR DAMAGES

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

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

SECTION-5: PREVIOUS TRANSGRESSION

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

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

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

1. In case of Subcontracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the subcontractor.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tendering process all bidders who do not sign this Pact or violate its provisions.

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

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

SECTION-8: INDEPENDENT EXTERNAL MONITOR

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

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

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

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

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

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

SECTION- 9: PACT DURATION

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

SECTION-10: OTHER PROVISIONS

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

(For & on behalf of DVC)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-----XXXXXXXX-----