



DAMODAR VALLEY CORPORATION

CONTRACT & MATERIALS DEPARTMENT

DVC TOWERS, 3RD FLOOR, VIP ROAD, KOLKATA – 700 054

TENDER DOCUMENTS

e-Procurement

Open Tender with e-Reverse Auction

NIT Description:

Procurement Hi-Chrome Grinding Media Balls of Dia. 50 mm, 40 mm and 30 mm on wear rate basis for Coal Mill of MTPS (1-6) & CTPS 7&8

NIT COMPRISES OF THE FOLLOWING DOCUMENTS:-

1. BID DOCUMENT:

- I Notice Inviting Tender (NIT)**
- II Qualifying Requirement of the Bidders**
- III Detailed Technical Specification & Scope of Work**
- IV Terms & Conditions of Contract**
- V General Information / Instruction to Bidders (ITB)**
- VI Rules for e-Reverse Auction**
- VII Bid Forms**
 - a. Techno-Commercial Parameter Sheet as per annexed Excel Sheet**
 - b. Proforma of Letter of Bid ANNEXURE “F”**
 - c. Proforma of Affidavit ANNEXURE “G”**
 - d. Proforma of Power of Attorney ANNEXURE “J”**
 - e. Mandate Form for Payment in Electronic Mode ANNEXURE “E”**
 - f. Certificate/ Undertaking ANNEXURE “L”**
 - g. LIST OF COMMERCIAL BANKS AS PER RBI -ANNEXURE-1**
 - h. Format for EMD Bank Guarantee**
 - i. (INSTRUCTION FOR FURNISHING BANK GUARANTEE)**
 - j. Declaration against MII “ANNEXURE-M”**
 - k. INTEGRITY PACT – ANNEXURE “Y”**
- VIII GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings**

1.0 BID DOCUMENT**(I) Notice Inviting Tender (NIT)**

Damodar Valley Corporation invites Electronic tenders (**Single Stage-Two Envelope One Part**) **Open tender followed by e-Reverse Auction** for the under mentioned works/Supply to be executed by the successful bidder. The tenders will be processed in on-line mode through e-procurement portal) [URL: "https://etenders.gov.in/eprocure/app"]

Tender NO. & Date	DVC/Tender/Head Quarter/OS & U/CMM/Supply/00050/REV_1 Dated: 18-08-2023
Tendered Item/ NIT Description:	Procurement Hi-Chrome Grinding Media Balls of Dia. 50 mm, 40 mm and 30 mm on wear rate basis for Coal Mill of MTPS (1-6) & CTPS 7&8.
Total Estimated Value	Rs. 9,32,25,600.00 exclusive of GST
Tender downloading period	Up to 15:00 Hrs. of 31.08.2023.
Last date & time for Bid submission (uploading)	Up to 15:00 Hrs. of 31.08.2023.
Opening Date & time for Techno-Commercial Bids	01.09.2023 at 15.00 Hrs.
Date & time of Opening of Price Bids	At a date to be notified by DVC in due course.
Date of e-Reverse bidding	This will be notified by DVC in due course.
Earnest Money Deposit (EMD) in INR	₹ 10,00,000/- (Rupees Ten Lakhs) only.
COST OF TENDER PAPER	₹ 12000.00 /- only.[NON-REFUNDABLE] (Twelve Thousand only)

Envelope-I (offline): Hard Copy Documents: Containing Documents in support of Cost of Tender paper, Bid Security, and Integrity Pact (Integrity pact should be signed & stamped at each page by signing authority -as per Power of attorney with witness signature & address)

Integrity pact should be submitted with EMD documents & Cost of Tender Paper in hard copy at DVC Tower office before opening of Bid. Without Integrity Pact, EMD documents& Cost of tender paper the offer of bidder is liable for rejection.

Exemption for submission of EMD Fee`:`- As per Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012 of GOI, Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME), Marketing Assistance Division, Nirman Bhawan, New Delhi, No. 26((1) /2014-MA dated 6th November, 2015 Exemption rules Vendors shall be exempted from the payment of EMD documents.

EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category. **Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.**

Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents, **Such Sellers shall however, be exempted from furnishing Bid Security.**

Envelope-II (online): Technical Bid (Containing Techno-commercial sheet duly filled up by the bidder towards declaration in support of Qualifying Requirement as mentioned in the NIT & Declaration/ Information in support of Techno-commercial Bid as mentioned in the NIT and Scanned copies of Letter of Bid, Affidavit, Notarized Power of Attorney, declarations as per NIT & Scanned Copies of all required documents for meeting the Qualification Requirement and documents mentioned at NIT)

Financial Bid **Online only** at CPP platform (Containing Financial bid)

***Bidder are requested to make the index corresponding to your submitted documents as per above information regarding envelope & then submit your offer in CPPP at different section as follows.**

Certificate (Requested in ATC): **Envelope-I (offline/online also):** Hard Copy of Cost Of tender paper, Bid Security (**EMD**), Integrity Pact, are need to upload in CPPP Portal.

Additional Doc 1 (Requested in ATC): **Envelope-II (online):** Declaration/ Information in support of Techno-commercial Bid as mentioned in the NIT and Scanned copies of Letter of Bid, Affidavit, Notarized Power of Attorney, Technical Specification Compliance Sheet

Additional Doc 2 (Requested in ATC): **Envelope-II (online): -** Containing declarations as per NIT & Scanned Copies of all required documents for meeting the Qualification Requirement (Technical & Financial) and documents mentioned at NIT)

2.0 Correspondence:

- a) In case of any difficulties faced regarding **scope of Supply/work** by the tenderer in submitting the tender within specified date and time, following officer may be contacted:-
- i) **Sri Naman Chandel, Sr. Manager, OS&U Department, 9th Floor, DVC Kolkata-700054. (Email: <naman.chandel@dvc.gov.in>,7003713207**
- b) In case of any difficulties faced **regarding NIT terms & conditions** by the tenderer in submitting the tender within specified date and time, following two officers may be contacted:-
- i) **Shri Alok Kumar, Sr. Manager (M), C&M depts, DVC Towers, Kolkata-54. Mobile No. 9434745717; E-mail id: alokkumar@dvc.gov.in;**
- ii) **Smt. Sujata Kumari Singh, Manager (M), C&M depts, 3rd Floor, DVC Towers, Kolkata-54. Mobile No. 9931632510; E-mail id : sujata.singh@dvc.gov.in;**
- c) All Corresponding Regarding Payment Queries: The Sr. Manager (Finance), W&A, DVC, Head Quarter, DVC Towers, VIP Road, Kolkata-700054".
- i) **Shri Dilip Kumar, Manger (Finance), Finance depts, 3rd Floor, DVC Towers, Kolkata-54. Mobile No.7004844812; E-mail id : dilipk.finance@dvc.gov.in;**

Address for communication:

Chief Materials Manager,
C&M Department, 3rdth Floor,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata,
West Bengal, Pin: 700054, India,

SD/-

**SUPERINTENDING ENGINEER-
C&M**

For & on behalf of Damodar Valley Corporation

1. Qualifying Requirement of the Bidders

A. TECHNICAL CREDENTIALS

Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for last three (03) Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar category product of 30% of bid quantity (i.e. 298.80 MT), in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization/ PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

NOTE for 1) & 2) : Same or Similar category product means:-

Hi-Chrome Cast grinding media balls of diameter (ϕ) 30 mm/ 40 mm/ 50 mm or higher, having composition of major elements such as chromium, manganese & carbon with hardness of 57 HRC (minimum).

OEM AUTHORIZATION CERTIFICATE:

Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

NOTES for Technical Criteria for all clauses of Sl. No. (A) above:

1. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

FINANCIAL CREDENTIALS

Net working capital or Access to credit facilities: Net working capital should be considered for the last financial year. Access to credit facilities (unutilized portion- fund based) should be on the date of NIT.

Net working capital or access to credit facilities (unutilized portion- fund based) shall not be less than Rs. 3,26,28,960.00/- only.

Net working capital means the difference of sum of current assets and sum of current liabilities.

Current assets mean a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities mean a sum of short-term borrowings, trade payables, short term provision and other current liabilities.

The Average annual turnover of the bidder for the best 03 years out of last 05 financial years shall not be less than Rs 13,05,15,840.00/- only.

Other income shall not be considered for arriving at annual turnover.

Net worth of the bidder as on the last day of the preceding financial year shall not be less than 100% of the paid-up share capital.

Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

Companies/Organisation under Board for Industrial Finance and Reconstruction (BIFR)/Companies/Organisation under Debt Recovery Tribunal (DRT)/ Companies/Organisation, who have applied for Corporate Debt Restructuring (CDR) in last two financial years shall not be considered for bid qualification. A certificate of practicing Chartered Accountant must be produced by the bidder(s) that the bidder(s) does/do not fall under the above criteria.

Notes for financial Criteria for all clauses of Sl. No. (B) above: -

1. In compliance to above Financial QR the bidder shall submit copy of Audited annual accounts including Balance sheet and profit & Loss Account statements for the last 05 (five) financial years.
2. In case where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

C. OTHER CREDENTIALS

Relaxation in eligibility criteria for start-up vendors /MSE vendors

Only turn-over conditions are not applicable for Start-Up or MSE entrepreneurs subject to meeting of quality and technical specifications.

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

Note: Exemption in respect of "Turnover" mean exemption for Clause B (2) only of Qualifying Requirements on Financial Capability.

Relaxation in eligibility criteria for start-up / MSE shall be applicable as stated above at C(1) only. Any other clause for relaxation in eligibility criteria mentioned elsewhere in the NIT shall not be considered.

Material Delivery Breakup Details

SI. No.	Material code	Material Description	Total Quantity	Unit	Delivery Quantity	Unit	Delivery Location
WORK DETAILS							
1	140102224628	30 mm Grinding media ball on Wear rate basis	40	MT	20	MT	MTPS
					20	MT	CTPS
2	140102224626	50 mm Grinding media ball on Wear rate basis	906	MT	657	MT	MTPS
					249	MT	CTPS
3	140102224627	40 mm Grinding media ball on Wear rate basis	50	MT	25	MT	MTPS
					25	MT	CTPS

2. Technical Specification**1. Intent of the Specification:**

The intent of the specification is to procure GRINDING BALLS for Ball & Tube Mills model: BBD 4772/4760 coal pulverizers of BHEL make operating at MTPS (1-6) & CTPS 7&8, DVC.

It is not the intent to specify completely herein, all aspects of material selection and manufacturing process, nevertheless, the grinding balls shall conform in all aspects to high standards of material quality, manufacturing process and workmanship and shall be capable of performing in continuous commercial operation, in a manner acceptable to the Owner, who will interpret the meaning of specification, drawings and shall have right to reject or accept any work or material which in his assessment is not complete to meet the requirement of this specification.

Bidder is requested to carefully examine and understand the specification and seek clarifications, if required, to ensure that they have understood the specification. The Bidder's offer should not carry any sections like clarifications, interpretations and/or assumptions.

2. Project Information:

Name of the Project : (1) MTPS , DVC , Bankura ,West Bengal (2)CTPS, DVC, Jharkhand

No. and size of Units : MTPS (1-6): 4 X 210 MW + 2 x250 MW .CTPS 7&8 : 2 x250 MW

Type of Coal Pulverisers : BBD-4760 and BBD 4772 (BALL & TUBE MILL)

No. of coal Pulverisers : 3 MILLS/UNIT

Total number of pulverisers : 12 of for which grinding balls are indented.

Initial loading of grinding balls in a mill:

A. 30 mm : 20 MT

B. 40 mm : 25 MT

C. 50 mm : 45 MT

Rated coal grinding capacity of the pulverizes- 85 MT/Hr

Guaranteed hours of operation of the pulverisers for which grinding ball is being procured 96,000 Hrs (09 x 8000 hrs) for MTPS (1-6) & (03 x 8000 hrs) for CTPS 7&8.

Size of the ball to meet top up requirement of all pulverizers - 50 mm

3.0 BRIEF DESCRIPTION & GENERAL OPERATION & MAINTENANCE PRACTICES OF BALL & TUBE MILLS OF THE STATION:

The Ball & Tube Mills pulverize the raw coal supplied from the raw coal feeders and supply coal to the Boilers after pulverization. The raw coal is supplied from both ends of the Mills. The coal pulverized in the Mill is carried by tempered air which enters into the Mill from both ends. The Mill nominal capacity is 85 TPH. The Mill is fitted with specially profiled Hi-Chrome Liners. Presently, the mills are operated with Hi-Chrome Balls. The normal operating mill Power of these Mills is 1600 KW-1650 KW for all types of coal to ensure the desired output of 80-90 tons per hour of pulverized coal at the rated fineness. The rated fineness shall not be less than 70 % through 200 mesh and 90% through 50 meshes. Ball top up / charging is done to maintain the mill power within the specified limits as mentioned above. The practice is to charge Balls of 50 mm. dia. size as per requirement to ensure the targeted mill power to get the mill throughput. Mill Liners are replaced after an operating life of 28,000 hours or, later based on the Mill output. The mill operation is done with the available coal as mentioned in the Annexure-1 attached. General Operation and Maintenance of the Mills are carried out as per the O&M manual of the manufacturer. The bidder may apprise himself of all operating and maintenance practices of the station and the operating hours of all the Mill Liners as on the date of bidding if they so desire.

4. Scope of the Proposal :

4.1 The scope of the proposal shall include manufacturing, testing, packaging, transportation, delivery on F.O.R site basis of grinding balls for Ball & Tube Mills, BBD-4772/4760 Ball & Tube type Coal Pulverisers. The scope of proposal shall also include supervision of installation of 1st lot and subsequent top-up of grinding balls in the test mill (as defined in 4.3 below).

4.2 The Balls shall be procured for operation of 12 Mills for a period of 8000 hours or, a cumulative of 96,0000 operating hours of 12 mills including initial charge of test mill at each MTPS (1-6) & CTPS 7&8. However, operation of the test mill for 8000 operating hours (as defined in 4.3 below) is mandatory.

4.3 Test Mill:

4.3.1 Definition & Purpose of Test Mill: A Test Mill is one of the Mills selected from amongst the 09 Mills for MTPS(1-6) and 03 mills for CTPS 7&8 which is identified by the owner for the purpose of establishing the consumption rate of the Grinding balls supplied against the purchase order. The mill shall be preferably selected such that at least 15000 operating hours of the installed mill liners are completed so that the performance of the mills with the end life of the liners can also be assured. The owner in addition to the top-up ball charge of 50 mm size for 09 mills at (MTPS (1-6) & 03 mills at CTPS 7&8 ,shall also procure Grinding media as specified at clause-2 for the initial charging in the test Mill.

4.3.2 Initial Ball charging in the Test Mill: Ball charging shall be done within 15 days of receipt and acceptance of the Balls of all 3 different sizes as specified at clause-2 as ordered in the Purchase Order. The vendor's representative may like to be present if they so desire. The owner shall intimate 48 hours in advance to the vendor for this purpose. If the Vendor's representative fails to come and witness, the owner has the liberty to carry out the Initial Ball charging in the test Mill. The data regarding the initial power and the date of Ball charge shall be intimated to the Vendor subsequently. The test mill shall be emptied of all the balls charged in it earlier. The Mill shall be loaded with initial

charge as mentioned at Clause-2.0. The mill shall be run for 8-10 hours after initial ball charge and the initial power consumption at full load of the Mill shall be jointly recorded by the owner and the vendor.

4.3.3 Top-up Ball charge in the Test Mill: The Mill shall be operated with the initial power level + / - 10% throughout the 8,000 operating hours from the time of initial Ball charge. 50 mm dia. Balls supplied against the Purchase Order shall be utilized for top-up charge in the Test Mill. Whenever the Power comes 5-10% below the initial Power level, Ball charging shall be carried out in the Test Mill. Top-up shall be done till the power level reaches up to a maximum of initial Power level jointly recorded.

4.3.4 Discontinuation of Test Mill: If the Owner finds problem in the mill output or, any other problem in the grinding media such as significant breakage of ball / high wear rate etc., the vendor must address the problem immediately. Vendor's representative have to reach site and address the problems to the satisfaction of the owner failing which, the test shall be discontinued and the case shall be settled as decided by the owner.

4.4 The specifications of grinding balls quoted by the vendor must be compatible with special profiled high chrome liner (with Chromium content of 22-28% and hardness of 600 BHN minimum). The bidder / vendor can take the necessary information in this regard from the owner.

4.5 Bidder shall be required to offer the Grinding Balls of all different sizes which shall meet the following requirements of the Purchaser:

(1) Quantity of Grinding Balls of all the sizes required for a test mill for initial charging

(2) Top up quantity of Grinding Balls required for 8000 hrs. of operation of a test mill.

(3) Top up quantity of Grinding Ball required for 8000 hrs. of operation of all the other mills 09 for MTPS & 03 for CTPS. Quantity required for all mills shall be extrapolated from the quantity estimated in the test mill.

Example: Suppose, a bidder estimates that the type of Balls offered by him for the type of coal as given in Annexure-1 for delivering the rated mill output at the rated fineness as mentioned in 3.0 above shall be consumed @115.3608 grams / ton of coal crushed, then for a cumulative of 12 mills x 8000 operating hours = 96,000 operating hours (i.e. for 85TPH x 96,000 = 81,60,000 tons of estimated coal crushing),

the vendor shall be required to offer, 941.34 i.e. 942 MT of Grinding balls in this bid in addition to the initial charge as defined in clause-2.0 for the test mill.

4.6 The quantity of top-up grinding ball of 50 mm size offered in the bid shall be within the range of 571.2 MT to 1632 MT (Assuming wear rate 70 grams / MT and 200 grams /MT respectively) for successful operation of a cumulative of 96,000 operating hours of all 12 Mills.

5. Evaluation Criteria

The bids submitted in accordance to clause- 4.0 above where the offered quantity of grinding ball of 50 mm size excluding the quantity for the initial charge in the Test mill is more than 1632 MT will not be considered for evaluation and shall be rejected. Further no evaluation credit will be given for offered quantity of grinding ball of 50 mm size excluding the quantity for the initial charge in the Test mill less than 571.2 MT and bidder has to supply the minimum quantity as specified in 4.6 above. The evaluation of the bids shall be based on the total price of the offered quantity by vendor including initial charge of test mill. Further, vendor will be required to quote same rate for all the size of balls.

Example: Suppose, Bidder-A estimates that the type of Balls offered by him for the type of coal as given in annexure for delivering the rated mill output at the rated fineness as mentioned in 3.0 above shall be consumed @115.3578 grams / ton of coal crushed, then for a cumulative of 12 mills x 8000 = 96000 operating hours (i.e. for 85TPH x 96000 =81,60,000 tons of estimated coal crushing), the bidder shall be required to offer 941.34 MT ie 942 MT of Grinding Balls in his bid excluding the initial charge quantity of the test mill. In addition to this, vendor has to supply initial charge as mentioned in clause-2, for the test mill. If the landed rate quoted by him is Rs.80000 per MT, then, the total price shall be $(942+100) \times 80000 = 9.33$ crores (100 MT as the initial charge of the test mill including 30 mm and 40 mm balls has been added). Similarly, if bidder-B considers that his balls will be consumed @210 gms / ton of coal crushed, then the bidder shall quote 1713.6 MT. Since, it is more than 1632 MT, his offer shall be rejected. Again, if bidder-C considers that his balls will be consumed @60 gms / ton of coal crushed, then as per the bidder, the top charge comes to 489.6 MT, but, the vendor has to supply 571.2 MT and no credit shall be given to the bidder. His offer shall be evaluated for $571.2+100 = 671.2$ MT including the initial ball charge in the test mill. If the landed rate quoted by him is Rs.90000 per MT, then, the total price shall be $(571.2+100) \times 90000 = 6.04$ crores. So, in the above evaluation, Bidder-C is the winner even if the unit price quoted by him is more than that of Bidder-A.

6. Coal Characteristics

The range of coal characteristics which is likely to be supplied to the mills is enclosed at Annexure-I. Bidder is requested to familiarize themselves with the detailed coal and ash characteristics, if required.

7. Material of Construction

The material of construction of grinding balls shall be selected taking into account highly abrasive nature of coal resulting from coal contamination with silica, sand and Alpha-quartz. The coal and ash data is specified in Annexure-I and same shall be considered for selection of Grinding Ball material and for offering guarantee of Grinding Balls.

S.No	Name of Wear Part	Choice of Material
1	Grinding Balls	Manganese steel , Forged Steel, High Chrome, Hi-Chrome with Ceramic inserts, Low alloy Cast Iron Balls etc.

The Vendor has to furnish the name of the Material offered, its major physical properties, main chemical composition and confirmation to the dimensional requirements in Schedule-II. The offered material shall be same for the entire lot to be supplied. Offers with different composition for different lots shall be rejected.

8. Guarantees:

The quantity of grinding balls for top-up to be supplied shall be such that 8000 hrs of operation of the one test mill each at MTPS(1-6) & CTPS 7&8 respectively, and a cumulative operation of 96000 operating hours of 09 Mills at MTPS(1-6) & 03 Mills CTPS 7&8 respectively , including that of the test mill can be achieved. In addition, the vendor shall also supply initial charge as per Clause-2.

8.1. Guaranteed grinding ball quantity:

8.1.1 The guaranteed trial period (GTP) shall be 8000 hours for the test mill. The guaranteed grinding ball quantity for the test mill shall be taken as one-sixth of the total top-up ball charge of 50 mm. of each lot supplied, size as mentioned in schedule-I of this specification by the vendor for top-up ball charge in the test mill during the GTP.

8.1.2 The guaranteed grinding ball quantity shall be such that the mill capacity of the test mill shall not be less than 90% of its capacity (initially agreed for test mill between owner and vendor) at rated fineness as defined 2.0 above for the specific range of coal as mentioned in annexure-1 during the GTP.

8.1.3 Delivery Schedule:

Full ordered quantity of Grinding Ball to be received at purchaser's store within **6 months** from the date of clear commercial order in 3 equal lots at an interval of 2 months. The first lot of delivery shall commence within 2 months from the date of receipt of commercially clear order and shall comprise of a mix of all the three sizes of balls required for initial charging of test mill plus 1/3 rd the quantity of size of ball required for regular top-up. Subsequent deliveries shall be equal to the lot of 1/3 rd MT of top-up size of balls at MTPS(1-6) & CTPS 7&8 respectively. Further DVC may ask to advance the supply to meet the station requirements. The guaranteed grinding ball quantity shall be applicable to the top-up ball charge of 50 mm. size which shall be supplied in equal lots as mentioned in Schedule-I of this specification by the Vendor.

8.1.4 The guaranteed grinding ball quantity shall be valid for complete range of coal specified in Annexure-1. No correction in guaranteed grinding ball quantity shall be allowed within the above range of coal characteristics.

8.2 Conditions for Calculation of Guaranteed Ball consumption rate;

8.2.1 The guarantee / warrantee on grinding ball quantity shall be demonstrated on the test mill.

8.2.2 The calculation of Grinding Balls consumed shall be calculated in the test mill at nearly the same mill power as it was immediately after the initial ball charge with the Grinding balls supplied by the vendor against the purchase order. A jointly signed MOM mentioning the initial mill power shall be maintained for this purpose.

8.2.3 The test mill shall be run at initial mill power taken after initial ball charge and at the end of GTP.

8.2.4 The mill power shall be the readings taken from energy meters fitted at the station for equipment power measurement. Vendor has to accept the same readings. The average mill power of a day shall be the reference power.

8.2.5 The total quantity of Balls charged as top-up after initial charge shall be taken as the quantity of Balls consumed in the test mill. The records maintained by MTPS(1-6) & CTPS 7&8, DVC shall be reference document.

8.2.6 At the end of GTP, while calculating total consumption of top-up quantity in the test mill, if it is observed that the final power of the test mill is not as per initial power, then normalization shall be done considering 1 KW equivalent to 1/15 MT of Grinding Balls. After normalization of deemed consumption of Grinding Balls shall be calculated.

8.2.7 One-third of each supplied lot selected at random by the owner shall be used for top-up in the test mill.

8.2.8 However, the owner at its discretion, based on the intermediate Grinding Ball Consumption rate computed as mentioned in 8.3.1, shall keep reserved top-up ball charge of 50 mm size sufficiently for the test mill for successful completion of GTP.

8.2.9 The cumulative operating hours of the Test mill shall be as per the records of at MTPS(1-6) & CTPS 7&8 respectively, for calculation of GTP.

8.2.10 The vendor may like to keep a record of mill power and running hours. Also, the vendor is required to ensure availability of Grinding Balls for all the 03 Mills as per schedule-I for ensuring successful mill operation so that the station generation is not hampered.

8.3.0 Computation of Pulveriser wear part guarantee:

8.3.1 Intermediate Grinding Ball consumption rate: Computation of intermediate Grinding Ball consumption rate in the test mill shall be carried out at regular intervals of 2000 hours. This shall be extrapolated for prediction of the final Grinding ball consumption rate at the end of GTP. In case, the final Grinding ball consumption rate predicted is less or, equal to the offered quantity, no action is required to be taken by the vendor. But, if the predicted final ball consumption rate shall be more than the offered quantity, the vendor has to submit an action plan within a week of completion of the intermediate interval of 2000 hours. On demand of the owner, the vendor shall furnish additional Bank guarantee to ensure supply of the additional quantity during the mutually agreed supply programme. A jointly signed record shall be maintained for the test mill.

8.3.2 Final Grinding Ball consumption rate: The final Grinding Ball consumption rate shall be computed for the test mill at the end of the GTP. At the end of GTP, the total quantity of Balls consumed (top-up charge) (say X MT) in the Test Mill so as to have the mill power same as at the time of initial ball charge shall be the Grinding Ball consumption rate for the test mill. The total Grinding ball consumption in all 03 mills taken together shall be 03X MT at MTPS (1-6) & CTPS 7&8 respectively. The final Grinding Ball consumption rate shall be considered for calculation of liquidated damage for shortfall in Guaranteed Ball consumption rate as detailed in 8.4 below.

8.4. Liquidated Damage for Shortfall in Guaranteed Ball Consumption rate:

8.4.1 Liquidated damages shall be levied for exceeding the guaranteed grinding ball consumption quantity. No credit shall be given to the vendor if the Ball consumption in the Test Mill is less than the guaranteed ball consumption.

8.4.2 As calculated in 8.3.2 above, if 03 X MT is the total calculated ball consumption for all 03 mills and Y is the guaranteed Top-up Ball charge offered for the successful operation of 8000 hours of the test mill (Refer Schedule-I), then the shortfall shall be: $03X-03Y$ MT.

8.4.3 If the shortfall as calculated above is upto 10% of the total offered quantity of top-up ball charge of 50 mm size as mentioned in Schedule-V, then penalty shall be levied for the shortfall quantity on prorata basis and amount shall be deducted from PBG.

8.4.4 If the shortfall as calculated is beyond 10% of the total offered quantity of top-up ball charge of 50 mm size as mentioned in Schedule-V, then penalty shall be levied @1.5 times the shortfall quantity as calculated above.

Example: Suppose, the vendor has offered / guaranteed 100 MT (Y) as the top-up charge required for successful operation of the test mill for 10000 hours in Schedule- I, then for a station with 03 mills, the total guaranteed top-up ball charge is 300 MT for the 03 mills. Suppose, at the end of the GTP of the test mill, keeping the

mill power same, the total top-up ball charged in the test mill during the GTP is found to be:

Case-I: 108 MT (X), then the deemed ball consumption for 03mills shall be 324 MT .So, the shortfall quantity is 24MT, which is 8.0 % above the guaranteed grinding ball consumption rate. So, penalty will be imposed on pro-rata basis on order price.

Case-II: 125 MT (X), then the deemed ball consumption for all 3 mills shall be 375 MT (03X). So, the shortfall quantity is 75 MT, which is 25.0% above the guaranteed grinding ball consumption rate. So, the penalty will be imposed 1.5 times the shortfall quantity.

Case-III: 95 MT (X), then there is no shortfall, but also, no credit shall be given to the vendor for the same.

9. Quality Assurance & Inspection:

Bidder shall provide the necessary information on Quality Assurance Program containing the overall Quality management and Procedures, which the Bidder proposes to follow during various stages of manufacturing of the specified Grinding Balls. The bidder shall also submit a detailed manufacturing quality plan in the format enclosed at Annexure - II detailing out the tests/checks carried out by the manufacturer, during various stages of manufacturing for DVC approval. The quality Plan shall be accompanied with the entire plant standards, reference documents, acceptance norms, procedures and specifications. The indicative tests/checks, which shall necessarily form part of the Quality plan, are as follows:

- i. Dimensions with the help of Go- No Go gauge. Tolerance shall be as per Schedule-II
- ii. Chemical Composition and heat treatment.
- iii. Chromium should be minimum 11%.
- iv. Mechanical properties and measurement of hardness.
- v. Hardness: 60 HRC (Minimum)
- vi. Metallurgical test: Micro-structure examination will be carried out on samples selected at random.
- vii. Retained austenite (RA): 15% (Maximum) viii. Surface defects of the Grinding Balls shall be examined visually. The Inspector if required may ask for DPT at random.

The approved Quality Plan shall indicate DVC witness points (Customer hold points) for which the contractor shall give 15 days inspection advance notice for undertaking inspection. The technical specification includes following forms which need to be duly filled by the Bidder and submitted along with the bid proposal:-

Schedule - I : Guarantee Declaration

Schedule – II : Technical Data Sheets

Schedule - III : Information Regarding Quality Assurance Plan

Schedule - IV : Delivery Schedule.

Schedule –V : SCHEDULE OF RATES AND PRICES

3. Terms & Conditions of Contract

- 1.0 **PRICE BASIS:** The rates quoted by the bidder must be Firm till execution of the contract and on FOR-Destination Basis and in INR currency currency and exclusive of Taxes and Duties, F&I charges(if any) etc. These are to be quoted in an explicit way. Rates quoted for bought out items(if any) should be all inclusive price on F.O.R. - destination basis. However,specific quantum of Taxes, F&I charges (if any) to be spelt out clearly..
- 2.0 **TAXES & DUTIES:** Taxes and duties will be paid extra as applicable and same to be mentioned clearly.
- 3.0 **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.
- 4.0 **BID EVALUATION PROCEDURE:** Bid evaluation will be done Summery Wise.
- 5.0 **Delivery Time: Within 180 days from the date of issuance of order**
- 6.0 **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE —**

Within Fourteen (14) days from the date of issuance of Contract/Work Order/Purchase order, the successful Bidder shall furnish performance security for satisfactory execution of the order for an amount **equivalent to 10%** of the total Letter of Award (LOA)/ Work Order (WO)/Purchase Order value **in the form of account payee demand draft/ bank guarantee issued/ confirmed from any of the Nationalised / Scheduled Bank** as per the list provided in Annexure-1 or updated list issued by RBI, safeguarding DVC's interest in all respects.

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

In case of Performance Security in form of Bank Guarantee:

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per format provided from any Nationalised / Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI and it should remain valid for a period of 02 Months beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period.

Duration of e-PBG required (Months): Delivery period + Warranty Period + 2 months

The Bank Guarantee/ BG Extension shall be issued on the **SFMS (Structured Financial Messaging System)** mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code: PUNB0008220 ('0' Stands for zero) is given below):

Details of respective advising banks including IFSC Code is given below:

For Head Quarter, Kolkata-

Bank Name: PUNJAB NATIONAL BANK,

Branch Name: Manicktala, Kolkata - 7000054,

Account No.: "0082250010682"

IFSC Code: PUNB0008220 ('0' Stands for zero).

However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay. During extension of the SDBG, the bidder may extend the original Bank Guarantee or may furnish new SDBG without considering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.

Note: Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.

- i) No payment, whatsoever will be made till the acceptance of SDBG as per the terms of the Contract.
- ii) Notwithstanding the provisions specified, if a bidder after having been issued the Contract, either does not sign the Contract Agreement or does not submit an acceptable Performance Security, No payment, whatsoever will be made.

7.0 Liquidated Damage Clause- As per Technical Specification.

8.0 Payment Terms: 100% Payment along with full taxes and duties will normally be made through RTGS/NEFT within 15 working days from the date of receipt of materials at site and after inspection & acceptance thereof or from the date of receipt of invoice whichever is later. Part payment against part supply is allowable.

9.0 CONSIGNEE: Controller of Stores CTPS & MTPS.

10.0 PAYING AUTHORITY: The Sr. Manager (Finance), MTPS & CTPS.

Please note that DVC West Bengal GSTIN & Jharkhand GSTIN are 19AABCD0541M1ZO & 20AABCD0541M1Z5 Respectively.

11.0 Warranty Period: As per Technical Specification.

12.0 TERMINATION OF CONTRACT: As per clause no.24 of (under Optional terms and conditions of contract) of GCC.

13.0 GOVERNING LAWS: The Contract shall be governed and interpreted in accordance with laws in force in India. The Court in the City of Kolkata {South 24- Parganas, New Alipore Court (India) } only shall have exclusive jurisdiction in all matters arising under the contract.

14.0 SETTLEMENT OF DISPUTES & ARBITRATION:

Any dispute(s) or difference(s) arising out of this NIT & subsequent contract shall, to the extent possible, be settled amicably between DVC and the Power Trader.

In the event of any dispute or difference whatsoever arising under the NIT & subsequent contract or in connection therewith including any question relating to existence, meaning and interpretation of the contract or any alleged breach thereof, the same shall be referred to the Chairman 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 DVC and the contractor.

However, in case the Contractor will be a Central Public Sector Enterprise/ Govt. Department, the dispute arising between DVC and the Contractor shall be settled through Permanent Arbitration Machinery (PAM) of the Department of Public Enterprise, Govt. of India as per prevailing rules.

All suits arising out of the NIT & subsequent Contract, If any, are subject jurisdiction of Court in the City of Kolkata {South 24- Parganas, New Alipore Court (India)} only and no other Court, when resolution/settlement through mutual discussion and arbitration fails.

15.0 PACKING AND MARKING

All goods shall be securely packed in cases, bundles, threads etc. suitable for Rail/Road/Air/Sea transport. All exposed services/connections, protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the words "HANDLE WITH CARE". The packing of the goods to be transported by Rail/Road/Airs/Sea shall be as per the conditions laid down by the appropriate authorities and the vendor shall obtain clean railway/goods receipts without

any qualifying remarks. All packages and unpacked materials shall be marked on at least 2 (Two) places indicating the name of the purchaser/consignee, PO No. , Gross and Net Weight and Dimensions with indelible paints in English. In case of bundles, metallic plates marked with the above details shall be tagged. All goods should be dispatched as per the relevant terms of the PO. In case of any mode of transport as to be resorted to other than that mentioned in the PO, the same should be done only after obtaining prior approval in writing from the purchaser. All movements sanction, loading permissions etc. from Railway or other authorities shall be obtained by the vendor. The vendor shall communicate the relevant dispatch particulars immediately on dispatch by telex/telegram/fax to the consignee as specified in the PO. The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the PO within 2 days from the date of dispatch, failing which the vendor shall be responsible for any delay in payment of consignment for wants of documents and consequent demurrage, detention charges etc.

16.0 Public Procurement Policy with regards to Procurement from a Bidder of a Country which shares a land border with India.

The bidders shall be required to comply the Public Procurement Policy with regards to Procurement from a Bidder of a Country which shares a land border with India, notified by the Public Procurement Division, Department of Expenditure, MoF, GOI vide OM F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 1) F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 2) F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 3) F.No.6/18/2019-PPD dated 24/07/2020 and its subsequent clarification/amendment/revision, if any,

17.0 Public Procurement (Preference to Make in India)

The bidders shall be required to comply Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII Order) issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 28/05/2018, 29.05.2019 & 04.06.2020 along with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Transmission Power Sector ' order dated 20/12/2018 issued by Ministry of Power (MoP Order December 2018)' and subsequent modifications/Amendments, if any,

Note:

(i) Margin of Purchase Preference - The margin of purchase preference shall be 20%.

(ii) Only Class-I local supplier and Class-II local supplier shall be eligible to bid in this tender.

In cases where declaration regarding Local content is not submitted along with bid or no value is indicated by the Bidder against the Local Content or statement / any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, in such cases the Bidder shall not be considered as a 'Class-I Local Supplier' /'Class-II Local Supplier' (as the case may be).

18.0 INTEGRITY PACT

You shall require to unconditionally accept the "Integrity pact" (executed in plain paper) as per format furnished by DVC(enclosed with NIT) and submit this with the offer and should reach to Chief Materials Manager, C&M Department, 3rdth Floor, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata, West Bengal, Pin: 700054, India, in a sealed envelope through by hand/ Courier / Speed Post before opening of the BID otherwise, their bid will be rejected out rightly.

Note: All pages of Integrity Pact to be signed by the bidder's authorized signatory who signs the bids, and 01 (one) witness from bidder's side shall also sign at designated space on the said Integrity Pact. The authorized signatory of the bidder should be the one who has been issued the Power of Attorney for instant tender.

A notarized Power of Attorney [as per given format], indicates that the person has the authority to sign the bid and that the bid is binding upon the bidder during the full periods of validity.

In other words, entering into this Pact would be a preliminary qualification.

- 19.0 INSPECTION/ CHECKING/ TESTING:** All materials to be manufactured/ supplied by you against this enquiry shall be accepted subject to final inspection/check/test by the purchaser or his authorized representative after arrival at site as per clause mentioned under terms & conditions of the specification sheet. If upon delivery, the material does not meet the specifications the material shall be rejected and you will be intimated for replacement. In such cases all expenses including to-and-fro freight, repacking charges etc., if required shall be to your account.
- 20.0 GST:** Bidders must furnish GST Registration certificate and must note in their offer whether GST extra/not applicable in their quoted price. Applicable GST will be loaded for evaluation of bids, if not specifically mentioned the same in the offer. In case not applicable, bidder is to furnish satisfactory document for assessment.
- 21.0 EXEMPTION TOWARD PUBLIC PROCUREMENT POLICY FOR MSES:** The subject procurement is to be done on composite basis as wear rate assessment shall be done on test mill in which all sizes of balls shall be used. Splitting of quantity can not be done as wear rate assessment shall be carried out from complete supply by single vendor.
- 22.0 ADDITIONS / ALTERATIONS / MODIFICATIONS:** The Owner reserves the right to make additions/reduction/ alterations/ modifications to the quantity of the items in the Purchase Order. The Vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase Order. If, however, the additional supply is at variance with design, size and specifications and not already covered by the Purchase Order or the amendments therein, the rates for such additional supply shall be negotiated and mutually agreed upon.
- 23.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT:** (I) If upon delivery to consignee's go-down, whether inspected and approved earlier or otherwise, the material / equipment is not found in conformity with the Specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of Receipt of the material at the Works / Site / consignee's end. The Vendor on receipt of notification shall arrange removal of the rejected items within 15 days from the date of notification at his own cost. In the event the Vendor fails to lift the materials within the said 15 days, the consignee or his authorized representatives without any further notice or information to the vendor, shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the Vendor.
- (II) In the event, the equipment and materials or any portion thereof are damaged or lost during transit, the consignee or his authorized representatives shall give notice to the Supplier/vendor detailing the particulars of such equipment & materials damaged or lost during transit. The replacement of such equipment and materials to be effected by the supplier / vendor free of costs including handling and transportation charges upto site, within a reasonable time.
- 24.0 FORCE MAJEURE:** Vendor/Contractor/Service Provider shall not be considered in default if delay in delivery /completion occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor/Contractor/Service Provider to DVC within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the delivery/completion schedule will be extended for a length of time equal to the period of force majeure or at the option of DVC the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of DVC. In the event of such cancellation, the Vendor/Contractor/Service Provider shall refund any amount advanced or paid to him by DVC and deliver back any materials issued to him by DVC and release facilities, if any, provided by DVC.
- 25.0 CHANGES IN CONSTITUTION OF BUSINESS:** In the event of change in constitution of business of the contractor after issuance of contract due to merger/acquisition/any other reasons, the newly formed entity shall be equally held responsible to fulfil the contractual obligation. This is notwithstanding anything contained in NIT or subsequent LOI / LOA / GCC or any other document

issued or provisions contained in any other Rules / Acts / Legislation.

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

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

28.0 REST TERMS & CONDITIONS: Rest Terms & Conditions will be applicable as per attached Technical Specification , Annexures 1 & 2, Schedule- I, II, III, IV, V, Quality Assurance Plan etc. and GCC of DVC.

29.0 DOCUMENTS TO BE SUBMITTED IN HARD COPY IN ENVELOP AT C&M OFFICE, CTPS, DVC (OFFLINE) BEFORE TENDER OPENING:

- a) Hard copy of Cost of Tender document.
- b) Hard copy of Bid security/ EMD document.
- c) Hard copy of NSIC/ MSE certificate (if applicable).
- d) Original Affidavit in non-judicial stamp paper of Rs. 10/-.
- e) Original Letter of Bid.
- f) Original ANNEXURE - 1.7 - DSC certificate.
- g) Original FORM- A (Acceptance of Terms & conditions and Reverse e-Auction).
- h) Hard copy of duly filled & signed Integrity Pact.

Hard copy documents as mentioned above should reach to the Chief Materials Manager, C&M Department, 3rdth Floor, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata, West Bengal, Pin: 700054, India, in sealed envelope through by hand/ Courier / Speed Post before due date of submission of bid. On the Envelope Name of the Tender, NIT No. & Date shall be clearly mentioned. DVC shall not be responsible in any way for any delay in postal services. NOTE: If hard copy of Integrity pact as mentioned above is not submitted by the bidder before due date of submission of bid, the bid will be rejected outrightly.

30.0 DOCUMENTS TO BE SUBMITTED IN "TECHNICAL" ENVELOPE (ONLINE) IN PDF FORMAT:

- a) Scan copy of Cost of Tender document and Bid security/ EMD document.
- b) Scan copy of NSIC/ MSME certificate (if applicable).
- c) Scan copy of Letter of bid.
- d) Scanned copy of required documents as per QR/NIT (similar purchase order, execution certificate, payment receipt documents, audited books of accounts of last three financial years, Net working capital position for last financial year or Access to credit facilities etc.).
- e) Filled in Techno-commercial Sheet- 1 along with Deviation Statement.
- f) Filled in Techno-commercial Sheet- 2 specifying Offered Material Description.
- g) Scan copy of AFFIDAVIT on Non Judicial Stamp Paper of minimum value of Rs.10 attested by public Notary (for genuineness of the information furnished on-line and authenticity of the documents produced) as per attached format.
- h) Scan copy of GST Registration certificate.

- i) Scan copy of PAN Card.
- j) Scan copy of ANNEXURE - E (NEFT/ RTGS) as per attached format.
- k) Scan copy of Affidavit of Proprietorship or Partnership certificate or Company Registration Certificate as the case may be.
- l) Scan copy of FORM- A (Acceptance of Terms & conditions and Reverse e-Auction) as per attached format.
- m) Scan copy of ANNEXURE - 1.7 - DSC certificate as per attached format.
- n) Scan copy of Certificate of no relation in DVC.
- o) Certificate in company's letter head as per Performa given at last page of the NIT.
- p) Scan Copy of duly filled up Integrity Pact as per attached proforma.
- q) Filled in Manufacturing Quality Plan as per attached format.
- r) Filled in Schedule- I, II, III & IV as per attached format.

NOTE:- The bidder will download the Techno- commercial Evaluation Sheet (PDF Format), Price bid BOQ Excel Sheet, Format of Letter of Bid, Affidavit (Annex- I), ANNEXURE- J for DSC holder, No relation Format and others documents which are specifically mention in the subject tender from the website [### **31.0 THE FOLLOWING TENDERS/BIDS MAY BE REJECTED OUTRIGHTLY**](https://etenders.gov.in/e procure/app. C&M section, DVC can demand the the hard copy of documents, which will be already uploaded on the e-tender site by the bidder(s) for verification during the evaluation.</p></div><div data-bbox=)

- a) Tenders received after the due date and time of tender opening (late tenders).
- b) An unsolicited Bid i.e., offers from tenderer other than those asked to quote against LTI/STI.
- c) Offers received subsequently after original offer through open tendering / LTI / STI.
- d) It is in the form of Fax/Telex/Telegram/e-mail. However scan copy of offer (non-editable) through email in case of OEM/OES/PAC/Single Source approved may be accepted in case of urgency/immediate requirement, to be certified by indenter/user section. In this case scan copy of NIT/Enquiry (non-editable) should be sent by DVC through e-mail clearly stating the e-mail address on which the scan copy of offer is to be sent and the e-mail used by bidder for sending the scan copy of offer should be official mail of bidder. However, original offer should be obtained at the time of execution of an agreement.
- e) It is from stockiest (s) or agent(s) without indicating details of the manufacturer whose products are offered or without price list of the manufacturer with date and signature. However, Tender Enquiry redirected by the manufacturer to his authorized distributor/dealer may be given cognizance provided necessary supporting documents (like up-to-date price list published by the manufacturer, manufacturer's guarantee for quality, delivery time etc.) is enclosed with the offer.
- f) It is from agents without proper authorization from the manufacturer.
- g) It is from agents quoting for imported stores but they are not enlisted with DGS&D.
- h) It is not accompanied with Hard Copy of NSIC/ MSME certificate (if applicable).
- i) It is not accompanied with Hard Copy of Cost of Tender Document, in case the firm responding is not registered with valid NSIC/MSMEs.
- j) It is ambiguous with regard to any of the essentials, i.e., the items being offered, prices quoted,

and the period of delivery.

k) Tender samples as required in the enquiry conditions have not been submitted by the due date.

l) In case of the price (Basic Price) component is exposed other than in the Price Part.

m) Non-compliance/Non-submission(Hard Copy) of Integrity Pact.

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

33.0 PRE DESPATCH INSPECTION Pre despatch inspection will be carried out at manufacturer's works by DVC representative as per approved QAP to provide the dispatch clearance. The successful bidder is to provide prior information for PDI at least 15 days before. Inspection and Quality Assurance will be guided by "Technical Specification, QAP for Grinding Media Ball" and "Quality Assurance & Inspection clause".

34.0 QUALITY ASSURANCE PLAN: Vendor have to submit Manufacturing Quality Plan as per attached format. Quality Assurance & Inspection clauses shall be guided as per attachment "Technical Specification, QAP for Grinding Media Ball" and "Quality Assurance & Inspection clause".



QAP.pdf

35.0 Test Certificate-Supplies must be strictly in accordance with specifications furnished by the DVC. Good supplied will always be accompanied with manufacturer's test. Vendor shall furnish manufacturer's test certificate along with each lots of dispatch.

36.0 LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or wilful misconduct,

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

AND

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

DVC's General Conditions of Contract (GCC)



DVC's GENERAL
CONDITIONS OF CON

4. INSTRUCTION TO BIDDERS (ITB)

1.0 E-TENDERING CLAUSES

- a. The Bidders must visit the website <https://etenders.gov.in/e procure/app> to download the notification / blank tender documents relating to Tender No.DVC/Tender/Head Quarter/OS & U/CMM/Supply/00050/REV_1 Dated .
- b. The detailed NIT includes Techno-Commercial Document, Annexure-C (Techno - Commercial Deviation Schedule) and Annexure-D (Cost of Withdrawal of Deviations) and Price Bid document. These documents should be downloaded from the website.
- c. 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.
- d. Bidder has to fill details of banker for making payment through RTGS/NEFT in AnnexureH (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 EMD & cost of tender documents must be filled in the space provided in the website.
- h. Self certified scanned copies of all relevant documents e.g. Recent PO copies, GST Registration Certificate, documents in support of Qualifying Requirement etc., wherever needed, must be uploaded in the website 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. j) For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICSI), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours. (i) Sk Nawajesh Rahman , e-mail ID rnawajesh@gmail.com- Contact No. 9831683690 (ii) MissArmistha 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 The tenderers who are found to be indulging in changing /adding or deleting the contents of the downloaded tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.

8.0 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.

9.0 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.

10.0 All Taxes and duties must be clearly indicated in price bid. Bidders are requested to upload the original / photocopy of the enquiry duly signed with company seal as a token of acceptance of NIT.

11.0 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.

12.0 Price must be quoted in both figures and words and if there is any discrepancy ,the price quoted in words shall prevail.

2.0 COST OF TENDER DOCUMENTS: Tender Documents are downloaded from DVC's website, Cost of Tender Documents(Non refundable) through epayment mode payable at and will be required to be placed in Envelope. Provision for NEFT/ RTGS has also been enable, moreover in case the bidder who do not have any credit card/ debit card or net banking facilities can use NEFT/ RTGS facilities for payment by downloading the challan from the web site and submit the same to nearest bank.

3.0 Earnest Money (EMD)

3.1 Earnest Money (EMD): Every tender must accompany "Earnest Money" of Rs. 10,00,000/- (Rupees Ten Lakhs) only. **Please note that, offer without EMD or with EMD other than the desired form as mentioned below will not be considered valid.**

A) The Mode of Deposit of Earnest Money (EMD) are as follows:-

(i) **Earnest Money (EMD)** can be deposited through **E-payment (NEFT/ RTGS) to Damodar Valley corporation Account** as mentioned below:

1. Name of Banker: Punjab national bank (previous-United Bank of India);
2. Branch: New Manicktala, Kolkata;
3. Address of Branch: VIP Road, Kolkata – 700054;
4. Phone/Fax No: 033-2355 0160(Tele/FAX), 033-2355 8852, 033-2355 2541;
5. Branch Code: NMT-147;
6. RTGS (IFSC) Code: PUNB0008220 (0 stands for Zero);
7. MICR Code: 700027099;
8. DVC's A/C Title: Damodar Valley Corporation;
9. **DVC's A/C No: 0082250010682.**

The Bidders must submit the "transaction reference No. for the e- payment made to DVC/ the system generated documentary evidence of online payment made" or "documentary evidence of offline payment like DDs" made for the Earnest Money Deposit (EMD) in hard copy in the sealed Envelope-A by marking the envelope as "BID SECURITY / EMD and NIT No. along with Bidder's name & address",

- (ii) Post Office National Savings Certificate, having face value equal to the EMD value and duly endorsed in favour of DVC.
- (iii) DVC Bonds duly endorsed in favour of DVC.
- (iv) Attested photocopy of certificate issued by DVC as permanent EMD account holder.
- (v) Pay Order or Demand Draft to be made in favour of the Damodar Valley Corporation.
- (vi) In the form of bank guarantee issued/confirmed from any of the commercial bank in India

The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code is given below):

For Head Quarter, Kolkata-

Bank Name: PUNJAB NATIONAL BANK,
Branch Name: Manicktala, Kolkata - 7000054,
Account No.: "0082250010682"
IFSC Code: PUNB0008220 ('0' Stands for zero).

b) The offer not accompanied by specified EMD in proper form as defined above shall not be considered as valid tender for opening of the techno-commercial bid.

c) The Bidders must submit the "transaction reference No. for the e- payment made to DVC/ the system generated documentary evidence of online payment made" or "documentary evidence of offline payment like DDs" made for the Earnest Money Deposit (EMD) in hard copy in the sealed **Envelope-I by marking the envelope as "BID SECURITY / EMD and NIT No. along with Bidder's name & address".**

D) Please submit the Envelope-A to office of **“The Chief Engineer (C&M), Damodar Valley Corporation, Contracts & Materials Department, 3rd Floor, DVC Towers, VIP Road, Kolkata-700054”** or to drop the sealed envelope in the Tender Box kept at C&M Department, DVC, 3rd Floor, DVC Towers, VIP Road, Kolkata – 700 054, before the scheduled date & time for bid submission as stated in this NIT, failing which their tender will not be considered for opening. In case EMD of any bidder is received late or submitted after the scheduled date & time of bid submission, the bid of that respective bidder will not be opened and their EMD (which is received late) will be returned back to them in unopened condition.

e) Earnest Money will be refunded only to the unsuccessful bidder within 15 days after finalization of Tender and no interest would be paid against Earnest Money Deposit (EMD).

The amount of Earnest Money will be refunded to the successful bidder after acceptance of SDBG and execution of contract agreement (if applicable) . No interest would be paid to the bidder against Earnest Money Deposit (EMD)

3.1.1 Exemption for submission of Cost of Tender Documents & Bid Security / EMD Fee

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As per Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012 of GOI, Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME), Marketing Assistance Division, Nirman Bhawan, New Delhi, No. 26((1) /2014-MA dated 6th November, 2015 Cost of Tender paper & EMD Exemption rules Vendors shall be exempted from the payment of EMD documents & Cost of Tender Documents.

Cost of Tender Paper & EMD EXEMPTION: The bidder seeking Cost of tender paper & EMD exemption, must submit the valid supporting document for the relevant category with the bid. **Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD & Cost of Tender Paper. Traders are excluded from the purview of this Policy.**

Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents, **Such Sellers shall however, be exempted from furnishing Bid Security & Cost Of tender Paper.**

MSEs Vendors registered with MSME / NSIC shall be exempted from the payment of EMD documents. **MSEs seeking such exemption must upload scanned copy of valid MSME / NSIC Registration certificate in the designated place of CPP Portal** during uploading of their bid and **also submit the hard copy of the uploaded documents in a separate sealed envelope super scribing on it "MSME/NSIC CERTIFICATE"** (towards Exemption of Bid Security Fee)" against NIT No. & date, due date of tender opening alongwith bidder's name & address, to the office **“The Chief Engineer (C&M), Damodar Valley Corporation, Contracts & Materials Department, 3rd Floor, DVC Towers, VIP Road, Kolkata-700054”** or dropped it in the Tender Box kept at C&M Department, DVC, 3rd Floor, DVC Towers, VIP Road, Kolkata – 700 054 before the date and time set for bid submission (uploading),.

A scanned copy of evidence towards EMD & Cost of Tender Paper or MSME/NSIC Certificate (if applicable) are also required to be uploaded on the designated place in the CPPP along with the bid proposal. DVC will not accept any liability for delay in receipt or non-delivery of the above hard copies dispatched by post or through courier.

3.1.2 The bid security may be forfeited without any notice or proof of damage to the Owner, etc. in the following circumstances/ DVC may take necessary penal action against the bidders in the following circumstances:

(a) In case of failure of the successful Bidder to accept the order (LOA/WO) within the stipulated period.

- (b) Any bidder withdraws/varies his offer within the bid validity period before finalisation of the tender.
 - (c) If the bidder does not accept the arithmetical correction of its bid price.
 - (d) If the Bidder fails to furnish the required Performance Securities as applicable within the date stipulated in the NIT/LOA/WO.
 - (e) If the acceptance of order is not received within the stipulated period.
 - (f) If any declaration furnished by the Bidder online is found to be false.
 - (g) On providing false or incorrect information in respect of qualifying requirement etc.
 - (h) In case the L1 bidder for any item fails to produce the documents within the specified period or if any of the information furnished by L1 bidder on-line is found to be false by the Tender Committee during verification of documents.
 - (i) In case the L1 bidder for any item fails to produce the documents within the specified period or if any of the information furnished by L1 bidder on-line is found to be false by the Tender Committee during verification of documents.
4. No Notification / Amendment / Addendum / Corrigendum shall be published in newspapers in respect of this tender.
 5. Downloading of bid documents by any bidder, shall, however not construe that such bidder is considered qualified.
 6. The offer should be as per terms and conditions mentioned in NIT, SCC (Special Conditions of Contract) if any , DVC's GCC (General Conditions of contract).
 7. DVC reserves the right to extend the last date and time for submission of filled in techno-commercial and price bid part and opening of bid thereof subject to at the sole discretion of DVC.
 8. Fully illustrated and complete details of the tendered item should be submitted by the bidders when asked by DVC. Bidders are expected to go through all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect, that will be at the bidder's risk and may result in rejection of its bid.
 9. DVC shall not be responsible in any way for any delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
 10. 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.
 11. DVC reserves the right to reject any or all bids or cancel/withdraw the Invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
 12. In case of any discrepancies found between the downloaded tender documents from the website and the master copy available in e tendering Portal, later shall prevail and will be binding on the tenderers. No claim/appeal on this account will be entertained or given cognizance.

13. Tenderers will be solely responsible for the correctness / genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents with changed contents, then the offer will liable for rejection.
14. Notwithstanding anything stated above, the owner reserves the right to request for any additional information and also reserves the right to reject the tender of any bidder, if in the opinion of the owner, the qualification data/requested information is incomplete and/or the bidder is found not qualified to satisfactorily perform the work.
15. All suits arising out of this enquiry and subsequent Rate Contract/Work Order/LOA/LOI, if any, are subject to the jurisdiction of the Court only in the city of Kolkata and no other Court, when resolution/settlement through Arbitration fails.
16. The bidder shall quote all prices in Indian Rupees only.
17. The bid shall be submitted in ENGLISH language only. The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.
18. The bids shall also be checked for computational error, if any, to arrive at the computed price, as per the following provisions:-
 - i. In case of discrepancy between the original and copies of bid, the original bid will be considered correct.
 - ii. If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - iii. If there is discrepancy between words and figures, the amount in words will prevail.
 - iv. If the raised discrepancy between the quantity specified by DVC in the bidding document and that indicated by the bidder in his bid, the former shall be taken to arrive at the computed price on pro-rata basis.
19. Bidders are required to quote their price in the price bid schedule/BOQ (in CPPP). Break-up of Quoted Price will be asked after conclusion of RA. However, if any price component (basic price) related to this NIT in full or in part is exposed anywhere and found with its techno-commercial offers, the offer shall out rightly be rejected and shall not be considered further.
20. Period of Validity of Bid:

Bids shall remain valid for a period of 180 days from the date of opening of the Techno-Commercial bid of the NIT.

21. AMENDMENT TO TENDER DOCUMENTS:

At any time prior to the deadline for submission of bids, the Employer (DVC) may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the Tender documents. The amendment will be notified only to the CPP Portal. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer (DVC) may, at its discretion, extend the deadline for the submission of bids.

Any addendum/corrigendum/extension, if required, will be hoisted (as Amendment) only to the CPP Portal. In case of change in technical parameter / specification / scope of work, selling and submission date will be extended. Bidder is requested to visit the above website regularly for any amendment/ addendum/ corrigendum/ extension till opening of the Bids. It will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

- 22. Downloading** of the tender papers / documents shall not automatically imply qualification of the firm for bidding – which shall be determined during bid evaluation.
- 23.** Bidder shall bear all costs associated with the preparation and submission of bid. DVC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 24.** Measure against cartel formation:-
- (a) If it is found that all or most of the bidders quote same or equal rates, DVC reserves the right to place order on one or more bidders with the exclusion of the rests without assigning any reason thereof.
 - (b) Bidder who quote in cartel are hereby warned that their names are likely to be deleted from the list of approved sources/ they are likely to be barred from participating in any tender in future or are likely to be black listed for a period of three years.
 - (c) DVC, whenever and wherever cartel formation is suspected, reserves the right to place order on any vendors/firms based on vendor rating/merit rating based on capacity/resources of bidders to perform the particular contract taking into account experience and best performance of similar job, capabilities with respect of personnel, equipments, of finance over and above, the eligibility condition prescribed in the tender.
- 25. Debarment of bidders due to banning by Other Organisation/DVC:**
- a) In case where the business firm happens to have been banned/suspended by '**Any establishment of DVC**' / '**Ministry of Power- Govt. of India**' / '**Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)**' and the ban / suspension is still in force **on the date of bid opening of techno-commercial bid or on the date of issuance of LOA/PO/Work Order/ LOA-cum-Work Order**, the offer of the business firm/ authorized agent/distributor/dealer/affiliates shall not be considered for all establishments of DVC.
 - b) If the performance of a bidder in any contract in DVC is found to be unsatisfactory during last 02 years, the bidder shall not be considered for this tender.**
- 26. In case the performance of a bidder in any contract of DVC is found to be unsatisfactory during last two years, the bidder shall not be considered for this tender.**
- 27.** Different Aspects of E- tendering:-
- a) 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.
 - b) No conditional bid shall be accepted.
 - c) In the undertaking given by the bidder on-line, there will be provision for forfeiture of EMD and banning for participating in future tenders in DVC for one year, if any information given by the bidder on-line is found to be false at any stage which changes the eligibility status of the bidder. The bidder may seek clarification on-line within the specified period. His identity will not be disclosed by the system.

- d) The Contracts & Materials department, DVC will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in the tender.
- e) The clarifications may be asked from the next day of e-publication of tender in e-tendering Portal.
- f) The bidder will Upload Techno commercial Bid (PDF Sheet) and Price Bid in CPP platform through online-mode. No off-line bid shall be accepted.**
- g) The bidder will download the Letter of Bid, Techno- commercial Evaluation Sheet and the Price bid from the e-Procurement portal.
28. **Letter of Bid:** The format of Letter of Bid is uploaded along with this NIT. This is to be downloaded by the bidder and will have to be printed/ typed on his letter head. This document will be signed by the bidder and scanned copy of the same will be uploaded during bid submission. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded/submitted by the bidder must be the same as per format given in the NIT and it should not contain any other information.
29. **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**. This document will be signed by the bidder along with signature and scanned copy of the same will be uploaded during bid submission. 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 "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.
30. **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 {Digital Signature Certificate Holder (DSC) Holder} & Tender signing executive**, 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**. 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.
31. **Techno- commercial Bid Sheet:** The Techno-commercial Parameter Sheet containing the technical specification along with commercial terms as per the NIT will be downloaded by the bidder and they will furnish all the required information on this PDF file (with Signature).

Thereafter, the bidder will **upload the scan copy of same duly filled PDF file** during on line bid submission. The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

32. **Price Bid Sheet:**

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 out rightly.

33. **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 15 days 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 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by the bidder(s) on-line is found to be false during verification of documents, which changes the eligibility status of the bidder then 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.

34. Settlement of disputes and Arbitration : As per Clause no. 33 and Clause no. 20 (Optional terms & conditions of Contract) of GCC- 2016

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.
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.
3. In case where the business firm happens to have been banned/suspended by `any establishment of DVC / `Ministry of Power- Govt. of India / `Department of Power & Non-conventional Energy Sources- Govt. of West Bengal / `Department of Power & Non-conventional Energy Sources- Govt. of Jharkhand and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorised agent/ distributor / dealer / affiliates shall not be considered for all establishments of DVC and in such case no bidder / intending bidder shall have any claim arising out of such action.
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.

35. WITHDRAWAL OF BIDS

The Bidder's modifications of Envelope-I (if required for Envelope-I) shall be prepared, sealed, marked as "Bid Modifications- Envelope-I".

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-tendering Portal, 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 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.
- ii) 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 the Price-bid of remaining bidders will be opened.
- iii) If the L1 bidder withdraws his bid after opening of price bid and before issue of Work Order/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.

- iv) If the L-1 bidder withdraws his bid after issue of Work Order/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.

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

36. BID OPENING:

- (i) DVC will open the hard copy of **Envelope - I** (as received) off line, in the presence of bidder’s representatives who choose to attend the opening on the time and at the communication address as stated in the bid document. In the event of the specified date for the opening of bids being declared a holiday for DVC, the bids will be opened at the appointed time on the next working day

Bids not accompanied by documents in support of bid security (EMD) in Envelope- I as asked in the NIT, will be rejected and not be considered for further evaluation, regardless of the circumstances and that bids will not be opened further.

- (ii) DVC will then open Techno-commercial bid (submitted by bidders) and download the scanned copy of Letter of Bid, Notarised Affidavit, Banker’s Details etc. and all the necessary documents (duly self-authenticated) in support of Qualifying Requirements (QR) as well as techno-commercial parameter of the NIT) online.
- (iii) Thereafter, DVC will notify through e-mail/ e-tendering website about the date & time for opening of the initial price Bid & e-reverse auction to the techno-commercially compliant bidders only, whose declarations in respect of techno-commercial bid and supporting documents in support of Qualifying Requirements (QR) as well as those asked in the checklist of NIT will found to be satisfactory.

37. CLARIFICATION ON TECHNO-COMMERCIAL BIDS:

During Techno-commercial bid evaluation DVC may, at its own discretion, ask the bidder for a clarification on its bid. The request for clarification and the response there to shall be through e-mail & e-tendering platform only, and no change in the price or substance of the bid shall be sought, offered or permitted.

Notwithstanding anything stated above, DVC 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 DVC.

38. EVALUATION OF TECHNO-COMMERCIAL BIDS:

After opening of Techno-commercial bid online, DVC will carry out detailed evaluation of the supporting documents furnished by the bidders (based on the scanned copies submitted by the bidders) in support of Qualifying Requirements (QR) as well as techno-commercial parameter of the NIT.

39. Opening of Initial Price Bids and Price Bids Evaluation:-

The techno-commercially qualified bidders only will get the price bid opening & e-Reverse Auction information on their personalized dash-board and also by system generated e-mail. The opening date of price bid & e-Reverse Auction will also be informed to the techno-commercially accepted bidder only through their official e-mail (provided in the tender) or e-tendering Platform by the dealing engineer of DVC through DVC Official e-mail.

After opening of initial Price-bid online through e-tendering portal, the bidders may get the on-line status/information that Financial bid/Price bids has been opened, but as the same will be followed by e-reverse auction,

It should be note that, all the Techno-commercially accepted bidders after eliminating the bidder/bidders as per the Terms & condition of NIT will be allowed to participate in online e-Reverse Auction over internet for bidding.

Note:-DVC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the DVC's action.

40. VERIFICATION OF DOCUMENTS:

- a). Bidders are required to upload scanned copies of all the required documents for meeting the QR criteria of the NIT as well as which are asked in the techno-commercial parameter sheet, in e-tendering Website during submission of their bid online, for Techno Commercial evaluation and compliance thereof.
- b). **Hard copy of the QR related documents & other relevant documents related to techno-commercial offer of NIT (in original / duly self authenticated & notarized) will require to be submitted by the L-1 bidder only within 10 days from the date of e-reverse auction in support of the information and documents furnished by the said bidder online, for validating and record purposed**

Note: If total number of participants are less than 3, hard copy of tender documents of all the bidders are required to be submitted before techno-commercial evaluation. Bidder will be asked through email for submission of hard copy of documents .

further if required, **it may be** requested to submit the **hard copy** of the requisite documents as mentioned in NIT in one sealed envelope at below given address superscribing the envelop "**Techno-Commercial Bid documents**" and Tender Notice No./Bid No. & Date" and also indicating in the envelop ***Tender description***.

Address: The Chief Engineer (C&M), Damodar Valley Corporation, Contracts & Materials Department, 3rd Floor, DVC Towers, VIP Road, Kolkata-700054

41. CONTACTING THE EMPLOYER & AWARD OF CONTRACT:

- 1 Any effort by a Bidder to influence the Employer (DVC) in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
- 2 The Employer (DVC) will empanel successful Bidders whose bids have been determined to be substantially responsive and to be the L1 evaluated bid (The Bidder obtaining the highest total combined score in evaluation of quality and cost will be ranked as L1 followed by the proposals securing lesser marks as L2,L3, etc.), further provided that the Bidders are determined to be qualified to perform the contract satisfactorily.

42. GOVERNING LAWS & GENERAL PRINCIPLES:

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Contract will be governed by the Sales of Goods Act, Indian Contract Act, Negotiable Instrument Act, Information & Technology Act, Common Goods Carrier Act, GST Act, Income Tax Act, Insurance Act, etc. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

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

The Contractor shall acquire all permits, approvals and licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including those which required to be acquired in the name of DVC, that are necessary for the performance of the Contract, DVC shall only reimburse (against necessary supporting documents) to the Contractor, the payment of fees payable to the statutory authorities for all permits, approvals and licenses from all local, state or national government authorities or public service undertakings, which are required to be obtained in DVC's name for the execution of the Contract.

The Contractor shall indemnify and hold harmless DVC from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the contractor or its personnel.

43. Preference to Make In India products

Purchase Preference will be given to Class I local supplier/ Class II local supplier as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

Only Class-I and Class-II Local suppliers will be eligible to bid.

Non - Local suppliers are not eligible to participate.

However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class I local supplier is denoted in the bid document.

If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

For the instant case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

***'Local content means the amount of value added in India which shall, unless otherwise Prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value and percent.

***'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under MII order dated 4.6.2020.

***'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under MII order dated 4.6.2020.

44. Purchase preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total QUANTITY.

BUSINESS RULES FOR ON LINE REVERSE AUCTION / BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decrement value up to above Max Seal %. For ex: Current price: - Rs. 49,000 Decrement value: - Rs. 1000 System Defined Maximum Seal %: - 50, in this case a bidder can quote minimum decrement amount as Rs. 49,000-1000= 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: 03:00 pm

End Time: 04:00 pm

3. **Bidding Extension Time:**

a. If a valid bid is placed within 05 minutes of End Time of the Reverse e-Auction, then Reverse e-Auction duration shall get automatically extended for another 05 minutes from the existing end time.

b. It may be noted that the auto-extension will take place only if a valid bid comes in those elapse time (say last 05 minutes).

c. If a bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 05 minutes.

d. The above process will continue till no bid is received in last 05 minutes which shall mark the completion of Reverse e-Auction.

e. However, bidders are advised not to wait till the last moment to enter their bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.

4. **Post Bidding Procedure:**

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

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

a) All bidders shall submit their Initial Price Offer (financial bid) along with submission of Technical bid as per schedule mentioned in Data Sheet online only.

b) The Initial Price Offers shall be evaluated to arrive at the lowest Initial Price Offer.

c) DVC reserves the right to fix the "Opening Price" i.e. the base price/ start price for Reverse e-Auction.

d) The "Opening Price" i.e. the start price for Reverse e-Auction will be as decided by DVC in Indian Rupees(INR) after evaluation of the Initial Price Offers.

e) Final price offer (L1 basis) from the techno-commercially qualified bidders (please see point no. 38 below) will be obtained through On Line Reverse e-Auction procedure on the e-platform of Government e-procurement system of NIC (GePNIC) under Central Public Procurement Portal (CPPP).

f) DVC shall upload the "Opening Price" i.e. the base price/ start price for On Line Reverse e-Auction and can be viewed by all the bidders at the start of the Reverse e-Auction.

g) During the On Line Reverse e-Auction the Qualified Bidders who are eligible for participating in the Reverse eAuction shall be permitted to place their Final Price Offers provided that the Decrement value shall be at least the minimum decrement amount of 0.5% of "Opening Price" i.e. the base price/ start price.

h) Bidders, by offering a price equal to or lower than the "Next Valid Bid", can become "L1Bidder" and this continues as an iterative process.

i) After completion of the online Reverse e-Auction, the "Closing Price (CP)" shall be available for further processing.

j) Only those Bidders whose offers are found to be technically and commercially Responsive, shall be eligible (please see below) to participate in Reverse e-Auction process.

k) Online Reverse e-Auction shall be conducted by DVC on a pre-specified date and time, while the bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

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

6. Terms and Conditions for Reverse e-Auction:

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

1) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.

2) After completion of the Reverse e-Auction event, based on the final price quoted by the bidders in INR, successful bidder shall submit Price Schedule-Excel Sheet uploaded by DVC within 4 hours of conclusion of the Reverse eAuction.

3) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse eAuction (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 eAuction from L1 bidder (L1 basis) over base price/opening price of Reverse e-Auction.
 - 32) In the event of L-1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.
 - 33) In the event of L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected. EMD will be forfeited.
 - 34) Note: All the Techno-commercially accepted tenderers after eliminating the H-1 tenderer will be allowed to participate in on-line Reverse e- Auction over internet for bidding. However, if the techno commercially complied bidders are less than five then all the tenderers will be allowed to participate in online Reverse eAuction 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(NICSI), (i) Mr. Sk Nawajesh Rahman, e-mail ID rnawajesh@gmail.com- Contact No. 9831683690 & ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812)

45. Check List (FOR SUBMISSION/UPLOADING OF DOCUMENTS)

1) Bidders are required to submit the **hard copy** as well as upload scanned copies of the following **Two** required documents before Tender Opening date and compliance thereof. (The same is to be sent/submitted to “The Chief Engineer (C&M), Damodar Valley Corporation, Contracts & Materials Department, 3rd Floor, DVC Towers, VIP Road, Kolkata-700054”) / drop in tender Box at address for communication).

(i) **Cost Of Tender Document & EMD Document:** Scan copy of transaction reference No. for the e- payment made to DVC/ the system generated documentary evidence of online payment made” or “documentary evidence of offline payment like DDs” made for the Cost Of tender Documents & Earnest Money Deposit (EMD) in hard copy. in a separate sealed envelope marked as **Envelope “I”** and super scribed on it NIT No. along with Bidder’s name & address.

Exemption for submission of Cost of Tender Paper & EMD: As per NIT. Bidder need to submit the related document for opting Exemption for submission of EMD.

(ii) **Duly filled up Integrity Pact** (as per format provided in the NIT  in hard copy.;
INTEGRITY PACT.pdf

- Integrity pact should be printer on white paper.
- Integrity pact should be signed & stamped at each page by signing authority -as per Power of attorney.
- Integrity pact should be signed by witness with address

Integrity pact should be submitted with Cost of Tender Documents & EMD documents in hard copy at DVC Tower office before opening of Bid. Without Integrity Pact & EMD, Cost of Tender documents the offer of bidder is liable for rejection.

2) Bidders are required to **upload** scanned copies of all the required documents for meeting the criteria which are asked in the techno-commercial parameter sheet, in e-tendering website during submission of their bid online, for Techno Commercial evaluation and compliance thereof.

(a) Duly filled up TECHNO COMMERCIAL Parameter PDF sheet “Annexure A”

(b) Letter of Bid on Bidder's letterhead (as per format provided in the NIT “Annexure F”);

(c) Mandate Form for Payment in Electronic Mode authorized by Bank (as per format provided in the NIT) “Annexure E”;

- (d) Notarised Affidavit on **Non Judicial stamp paper** (as per format provided in the NIT ANNEXURE- G);
- (e) Notarised Power of Attorney on **Non Judicial stamp paper** for authorizing the signing authority for the tender (as per format provided in the NIT ANNEXURE- J);

*In case the tender signing authority other than proprietor. In case of proprietor is signing the tender documents, then please submit proprietorship affidavit.

- (f) Duly self authenticated copy of GST Registration Certificate;
- (g) Duly self-authenticated copy of Valid Company registration certificate (in case of Private Limited Company or Public Limited Company) or Partnership deed (in case of Partnership firm) or Affidavit (in case of sole proprietorship firm) etc. as the case may be;
- (h) **Technical Specification compliance sheet** -bidder must submit Duly filled up Technical Specification compliance sheet with offered product (Make & Model) & their specification as per attached technical specification file above with proper company detail, Name, signature & seal. (Please clearly mention the technical specification of the offered product)
- (i) **Make In India Declaration:** The bidder must upload a certificate from the OEM regarding the “percentage of the local content” and “the details of locations at which the local value addition is made” along with their bid,

If the bidder wants to avail the Purchase preference for only Class-I supplier, The bidder must upload a certificate with local content more than 50% failing which no purchase preference shall be granted.
- (j) MSME registration certificate (if applicable)
- (k) “Declaration of being an OEM of offered Product” or furnish Tender/Bid specific Letter of Authorization from the original equipment manufacturer (OEM)
- (l) All the documents related to Certification, Test report, ISI certificates & other documents as asked in technical specification sheet.

- 3)** Bidders are also required to upload the scanned copies of documents in support of the eligibility criteria /compliance to the **Qualifying Requirements (QR) as given in page 5 above** , in the CPPP Portal along with submission of offer.

NOTE: i) Hard copy of the All the QR related documents & other relevant documents related to techno-commercial offer of NIT as above points (2) & (3) (in original / duly self authenticated & notarized) will require to be submitted **by the L-1 bidder only** within 10 days from the date of e-reverse auction in support of the information and documents furnished by the said bidder online, for validating and record purposed.

ii) In any case, if other Hard copy of the QR related documents & other relevant documents related to techno-commercial offer of NIT (in original / duly self authenticated & notarized) of participating bidders is required. Then it will be notified through mail or CPP platform. (IN CASE OF Techno-commercial Complied bidder is less than three)

46. BID FORMS

Techno commercial Bid Sheet with Declaration in support of submission of documents is provided at ->



Techno commercial
Bid Sheet.xlsx

Note:- The bidder has to mandatorily submit the Techno commercial Bid with Declaration in support of submission of documents in PDF format along with their Bid

ANNEXURE – I

RAW COAL CHARACTERISTICS AT MTPS (1-6) & CTPS 7&8, DVC.

Proximate Analysis	Range
Moisture (Total) in %	3.0% to 12.0%
Inherent moisture in %	1% to 3.2%
Ash in %	35% to 55%
Volatile Matter in %	13 to 16
HGI	55 to 75
GCV in Kcal/Kg	3200 to 4200

ANNEXURE- II

ITEM DATA SHEET

Item details

The quantity mentioned in the BOQ of the NIT is based on assumption of wear rate warranty of 100 gms/Ton of coal crushed. However Bidder has to calculate the quantity of 50 mm ball based on his assured wear rate warranty for top-up charge as mentioned in the specification in addition to the initial ball charge of **45 MT** of 50 mm size balls, **25 MT** of 40 mm size balls and **20 MT** of 30 mm size balls.

For the calculation and other terms, Bidder may refer to the Technical Specification. In case of any doubt, clarification may be obtained by the Bidder before submission of the bid.

All the three items to be procured from the same vendor and also it will be evaluated as package.

For QAP of grinding ball minimum chromium required is **11%** and minimum hardness is **60 HRC**. However Bidder will submit detailed QAP for approval with the minimum above basis requirement (applicable for all three items).

Note: Technical Specifications attached.

ANNEXURE- III

TECHNICAL DATA SHEET

Item No.- 01

Specification:

Grinding Balls Dia 50 mm for Tube Mill BBD-4772/4760 as per detailed Technical Specification.

QAP of Grinding Balls: Minimum Chromium required is 11% and Minimum Hardness is 60 HRC. However Bidder will submit detailed QAP for approval with minimum above basic requirement (applicable for all three items).

Item No.- 02

Specification:

Grinding Balls Dia 40 mm for Tube Mill BBD-4772/4760 as per detailed Technical Specification.

Item No.- 03

Specification:

Grinding Balls Dia 30 mm for Tube Mill BBD-4772/4760 as per detailed Technical Specification.

SCHEDULE – I**TECHNICAL SPECIFICATION FOR PROCUREMENT OF GRINDING BALLS FOR
BBD-4772/47760 COAL PULVERISERS OF MTPS (1-6) & CTPS 7&8, DVC
(GUARANTEE DECLARATION)**

Tender document No: _____

Bidder's Name & Address: _____

Dear Sir,

We declare that the wear life of Grinding Balls and material specification for Grinding Balls offered in this bid are guaranteed by us. We further declare that in the event of any deficiencies in meeting the guarantees Indicated below as established in accordance to the bidding documents, you may at your discretion accept the Grinding Balls after assessing the liquidated damages as specified in clause 8.4 of bidding documents or reject the Grinding Balls and recover the payment already made.

Sl.No	Guaranteed Parameter	Guaranteed Figures
1	Wear life of Grinding Balls: Based on the estimated wear life taking the coal quality as given in Annexure- I and the Operating and Maintenance practices into consideration at MTPS (1-6) CTPS 7&8, DVC.	
1.1	For 8000 operating hours of the Test Mill, the maximum quantity of Top-up charge of Balls of 50 mm size is guaranteed to be	MTPS(1-6) : MT CTPS 7&8 : MT
1.2	Guarantee for Material Consumption & Mechanical Properties	The chemical composition and mechanical properties of the Grinding Balls offered shall confirm to the specification as given in Schedule- II. In all the lots of supply, we confirm that the specification shall be complied.

Date:

Place:

Signature

Printed Name

Designation

Company Seal

Note : Any Variation to the stipulated conditions under which Guarantees are to be met will not be permitted and Bid with such variation are liable to be rejected.

SCHEDULE – II**TECHNICAL SPECIFICATION FOR PROCUREMENT OF GRINDING BALLS FOR
BBD-4772/4760 COAL PULVERISERS OF MTPS (1-6) & CTPS 7&8, West Bengal
(Technical Data Sheet)**

NIT No.: - _____

Bidder's Name & Address: _____

Sl. No.	Description	Grinding Balls
1	Name of manufacturer	
2	Location of Manufacturing unit	
3	Model of coal pulveriser	BBD 4772/4760
4	Number of Pulverisers	3 Nos per unit
5	Weight of Grinding Balls offered to be supplied for all 12 Mills	
6	Guaranteed make-up charge for both Test Mill for 8000 operating hours	
7	Tolerances in Size of Grinding Balls to be supplied	Nominal size Acceptable size: 50 mm : 48-54.3 mm 40mm. : 39-43.3 mm 30 mm.: 29-32.3 mm
8	Name of the material	
9	Surface hardness (in HRC)	Minimum
10	Other Physical properties of materials	Vendor may pl. give details
11	Chemical composition of material	Vendor may pl. give details

SCHEDULE – III

**TECHNICAL SPECIFICATIONS FOR PROCUREMENT OF GRINDING BALLS FOR
BBD-4772/4760 COAL PULVERISERS OF MTPS (1-6) & CTPS 7&8, DVC**

(Information regarding Quality Assurance Programme)

NIT No.: - _____

Bidder's Name & Address: _____

Dear Sir,

We hereby provide the necessary information on Quality Assurance Programme containing the overall quality management and procedures, which we propose to follow during various stages of manufacturing the specified Grinding Balls. (Bidder to mention the Plant standards, Reference standards etc.)

The vendor has to submit their **Own Quality Plan** for approval by DVC before supply of materials.

Date:
Place:

Signature:
Printed Name:
Designation:
Company Seal:

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

SCHEDULE – IV
TECHNICAL SPECIFICATION FOR PROCUREMENT OF GRINDING BALLS FOR
BBD-4772/4760 COAL PULVERISERS OF MTPS (1-6) & CTPS 7&8, DVC
(DELIVERY SCHEDULE)

Tender document No: _____

Bidder's Name & Address: _____

S. No.	DESCRIPTION	Lot No.	Lot Qty. MTPS (1-6) (MT)	Delivery date	Lot Qty. CTPS 7&8 (MT)	Delivery date
1	Grinding Balls – 30 mm as per specification for initial charge in the Test Mill	1 st	20		20	
2	Grinding Ball – 40 mm as per specification for initial charge in the Test Mill	1 st	25		25	
3	Grinding Ball – 50 mm as per specification for initial charge in the Test Mill	1 st	45		45	
4	Grinding Ball – 50 mm as per specification for Top-up charge in all 12 Mills	1 st	202		68	
5	Grinding Ball – 50 mm as per specification for Top-up charge in all 12 Mills	2 nd	205		68	
6	Grinding Ball – 50 mm as per specification for Top-up charge in all 12 Mills	3 rd	205		68	

Note: Bidder must note that the 1st lot shall comprise of all the Balls required for the Test Mill at both the stations (MTPS 1-6 & CTPS 7&8) and one third of the Top-up charge offered of all 12 Mills. The Top-up Ball charge shall be supplied in Three equal lots from the offered quantity.

Date:
Place:

Signature
Printed Name
Designation
Company Seal

SCHEDULE - V

**TECHNICAL SPECIFICATION FOR PROCUREMENT OF GRINDING BALLS FOR
BBD 4772/4760 COAL PULVERISERS OF MTPS (1-6) & CTPS 7&8,DVC**

(SCHEDULE OF RATES AND PRICES)

Tender Document No : _____

Bidder's Name and Address : _____

Sl. No.	Item Description	QUANTITY OFFERED (in MT)	UNIT PRICE PER MT ()	TOTAL PRICE PER MT ()
1	Grinding Balls – 30 mm as per specification for Test Mill			
2	Grinding Balls – 40 mm as per specification for Test Mill			
3	Grinding Balls – 50 mm as per specification for Test Mill			
4	Grinding Balls – 50 mm as per specification for Test Mill & Top-up charge			

Date :

Signature

Place:

Name

Designation

FORMAT FOR BASIC INFORMATION ABOUT THE VENDOR

RFQ Number: _____

Date: _____

Instructions to fill up the Basic Information:

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

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

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

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

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

(Signature, name & seal of the authorized person)

(a) PROFORMA FOR LETTER OF BID

(to be printed on the letter head of bidder)

ANNEXURE- F

Letter of Bid

To

The Chief Engineer (C&M)
DVC, Head Quarter
DVC Towers, V.I.P. Road, Kol-54.

Sub : ‘ _____ ,

Ref: 1. E- Tender / Bid Id No: ‘ ’

Dear Sirs,

We offer to execute the work as per our offered rate 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)

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

(b) Mandate Form for Payment in Electronic Mode

(Details of the person to receive payment)

1.	PARTICULARS OF VENDOR/ SUPPLIER/ CONTRACTOR (Please Specify)	
A	NAME	
B	ADDRESS	
C	E-MAIL	
2.	PARTICULARS OF BANK ACCOUNT	
A	BANK NAME	
B	BANK BRANCH NAME	
C	ACCOUNT NUMBER (Full) (As required for electronic payment/ NEFT/ RTGS/SEFT)	
D	BANK ADDRESS WITH TELEPHONE NO.	
E	BANK BRANCH CODE, if any	
F	9 - DIGIT MICR CODE NUMBER OF THE BANK & BRANCH, if any (Appearing on the MICR Cheque issued by the bank)	
G	ACCOUNT TYPE (S. B. Account/Current A/C or Cash Credit)	
H	Ledge No. Ledge Folio No.	
I	IFSC CODE FOR NEFT, if any (Indian Financial System Code for NEFT) (To be obtained from respective Banker)	
J	IFSC CODE FOR RTGS, if any (Indian Financial System Code for RTGS) (To be obtained from respective Banker)	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the DVC responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date :**Signature of the Vendor/Supplier/Contractor with seal of the firm****Name and Address**

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorised official from the Bank

(c) 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)

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

ANNEXURE- G

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 ----- against NIT No. -----dated -----, vide E-Tender ID/Bid ID -----
2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. I/We and our affiliates is/are not banned/suspended by any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Power & Non-conventional Energy Sources- Govt. of West Bengal' / 'Department of Power & Non-conventional Energy Sources- Govt. of Jharkhand.

OR

I/We and our affiliates have been banned/suspended by 'any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Power & Non-conventional Energy Sources- Govt. of West Bengal' / 'Department of Power & Non-conventional Energy Sources- Govt. of Jharkhand, named "-----" for a period ofyear/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

(d) PROFORMA FOR POWER OF ATTORNEY

(To be submitted by the Tender signing executive)

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

ANNEXURE- J

TO WHOM IT MAY CONCERN

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

<Signature of signing executive>

Signature of < Name of tender signing executive > is duly attested hereunder.

Thanking you

Yours faithfully

.....

<Signature of the Attesting Authority of the Company>

Signature of < Signature of signing executive> **of M/s.** <Name of participating Firm / Company>
Attested by <Name of Attesting Authority>

.....

.....

Stamp

Signature and Seal of Notary

POWER OF ATTORNEY
(IN CASE OF JOINT VENTURE/ASSOCIATES)

Know all men by these presents that we....., all carrying on business at present in Joint Venture under the name and style of having its office at....., do hereby nominate, constitute and appoint Shri.....S/o..... byby Caste..... atat present residing Occupation.....atas the Constituted Attorney for and on behalf of our said Joint Venture firm to do inter alia the following acts, deeds and things:-

Whereas, the members of the Joint Venture.....(herein after name of JV) having its office at.....are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of _____the Project, and

Whereas, it is necessary for the members of the Joint Venture to designate someone with all necessary power and authority to do for and on behalf of the Joint Venture all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the Project or in the alternative to appoint someone, who would have all necessary power and authority to do all acts, deeds and things on behalf of the Joint Venture, as may be necessary in connection with Joint Venture's Bid for the Project.

Whereas DVC_____ has invited Bid for the Work “-----
-----”(Name of Work)” against Tender Notice No. _____

- 1) To do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's Bid for the Projects, including signing and submission of Bid participating in conferences, responding to queries, submission of information/documents and generally to represent the Joint Venture in all its dealing with DVC, _____, any other Government Agency or any person, in connection with the Project until completion of the process of bidding and thereafter till the agreement is entered into with DVC, _____

And we the undersigned do hereby and at all times hereinafter shall ratify and confirm all and whatsoever other act or acts our said Attorney shall lawfully and bonafide do or acts to be done by virtue of these presents.

In witness where of we have here unto set and subscribe our respective hands and seal this _____Day of _____

Witness:

1) _____

Signed for and behalf of
Name:

2) _____

Signed for and on behalf of
Name:

Signature of Power of Attorney Holder is attested hereby

Signature of Power of Attorney Holder

Signature of person signing this Power
Of Attorney for Joint Venture above

(e) CERTIFICATE

(Bidder's Letterhead)

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

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

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

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

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

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

Date:

Place:

(Authorised Signatory)

(Printed Name)

(Designation) _____

(Name) _____

Address _____

(Company Seal)

(f) ANNEXURE-1

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

1. Abu Dhabi Commercial Bank Ltd.
2. American Express Bank Ltd.
3. Arab Bangladesh Bank Limited
4. Allahabad Bank
5. Andhra Bank
6. Antwerp Diamond Bank N.V.
7. Axis Bank Ltd.
8. Bank Internasional Indonesia
9. Bank of America N.A.
10. Bank of Bahrain & Kuwait BSC
11. Barclays Bank Plc
12. BNP PARIBAS
13. Bank of Ceylon
14. Bharat Overseas Bank Ltd.
15. Bank of Baroda
16. Bank of India
17. Bank of Maharashtra
18. Canara Bank
19. Central Bank of India
20. Calyon Bank
21. Citibank N.A.
22. Cho Hung Bank
23. Chinatrust Commercial Bank Ltd.
24. Centurion Bank of Punjab Limited
25. City Union Bank Ltd.
26. Coastal Local Area Bank Ltd.
27. Corporation Bank
28. Catholic Syrian Bank Ltd.
29. Deutsche Bank AG
30. Development Credit Bank Ltd.
31. Dena Bank
32. IndusInd Bank Limited
33. ICICI Bank
34. IDBI Bank Limited
35. Indian Bank
36. Indian Overseas Bank
37. Industrial Development Bank of India
38. ING Vysya Bank
39. J P Morgan Chase Bank, National Association
40. Krung Thai Bank Public Company Limited
41. Kotak Mahindra Bank Limited
42. Karnataka Bank
43. Karur Vysya Bank Limited.
44. Lord Krishna Bank Ltd.
45. Mashreqbankpsc
46. Mizuho Corporate Bank Ltd.
47. Oman International Bank S A O G
48. Oriental Bank of Commerce
49. Punjab & Sind Bank
50. Punjab National Bank
51. SocieteGenerale
52. Sonali Bank
53. Standard Chartered Bank
54. State Bank of Mauritius Ltd.

55. SBI Commercial and International Bank Ltd.
56. State Bank of Bikaner and Jaipur
57. State Bank of Hyderabad
58. State Bank of India
59. State Bank of Indore
60. State Bank of Mysore
61. State Bank of Patiala
62. State Bank of Saurashtra
63. State Bank of Travancore
64. Syndicate Bank
65. The Bank of Nova Scotia
66. The Bank of Tokyo-Mitsubishi, Ltd.
67. The Development Bank of Singapore Ltd. (DBS Bank Ltd.)
68. The Hongkong & Shanghai Banking Corporation Ltd.
69. Tamilnad Mercantile Bank Ltd.
70. The Bank of Rajasthan Limited
71. The Dhanalakshmi Bank Limited.
72. The Federal Bank Ltd.
73. The HDFC Bank Ltd.
74. The Jammu & Kashmir Bank Ltd.
75. The Nainital Bank Ltd.
76. The Sangli Bank Ltd.
77. The South Indian Bank Ltd.
78. The Ratnakar Bank Ltd.
79. The Royal Bank of Scotland N.V.
80. The Lakshmi Vilas Bank Ltd
81. UCO Bank
82. Union Bank of India
83. United Bank Of India
84. Vijaya Bank
85. Yes Bank

(g) Format for EMD Bank Guarantee

(On Non-Judicial Stamp paper of appropriate value)
PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

To
The Damodar Valley Corporation,
DVC, HEAD QUARTER

Dear Sir, In accordance with your notice inviting Tender for

_____ Under your specification No. _____
dated _____ M/s _____ (Name & full address of the Firm) (hereinafter called the TENDERER)
hereby submit the Bank Guarantee :

Whereas to participate in the said tender for the following :-

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

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

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

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

The right of the Corporation to recover the said amount of Rs. _____ (Rupees _____) from us in manner aforesaid will not be precluded/affected, even if, disputes have been raised by the said M/s. _____ (tenderer) and/or dispute or disputes are pending before any authority, officer, tribunal, arbitrator(s) etc.

Notwithstanding anything stated above, our liability under this Guarantee shall be restricted to Rs. _____ (Rupees _____) only and our Guarantee shall remain inforce 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 _____

(Print Name) _____

(Designation) _____

(BANK'S COMMON SEAL)

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

1. _____

2. _____

BANK GUARANTEE VERIFICATION CHECKLIST

CHECKLIST	YES	NO
<p>1.Does the Bank Guarantee compare verbatim with standard DVC Proforma for BG?</p> <p>2.A) Has the executing Officer of BG indicating his name, designation & Power of Attorney No. / Signing Power number etc. on BG?</p> <p>B)In each page of BG duly signed/initiated 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>C)Is BG No. and date mentioned on all pages of the BG? D)Does the last page of the BG carry the signature of two witnesses alongside the signature of the executing Bank Manager?</p> <p>3.A) Is the BG on non-judicial stamp paper is issued not more than six months prior to date of execution of BG</p> <p>B) 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>4.A) Are the factual details such as Bid specification No./NIT No./LOA/PO no. contract price, etc. correct?</p> <p>B) Whether overwriting/cutting if any on the BG authenticated under signature & seal of executants.</p> <p>5.Is the amount and validity of BG in line with contract provisions?</p> <p>6.Is the foreign bank guarantee, Confirmed by a Nationalized/scheduled bank in India (as applicable)?</p> <p>7.Whether the BG has been issued by a Nationalized Bank/NonNationalized Bank. Acceptable to DVC/Scheduled bank at India (the applicability of the Bank should be in line with the provisions of bidding Documents)</p>		

(A) INSTRUCTION FOR FURNISHING BANK GUARANTEE:

1. Bank Guarantee (B.G.) for Advance Payment, B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp Paper of the applicable value and **to be purchased in the name of the Bank.**
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents.

The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalized Bank/Scheduled Commercial Bank. **B.G. from Co-operative Bank/Rural Banks are not acceptable.**
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. **Any B.G. if executed on Non-Judicial Stamp paper after 6(six) months of the purchase of such stamp paper shall be treated as Non-valid.**
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with NIT/LOA etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract/Bid validity period, the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in NIT/LOA etc.
11. Issuing Bank/The Contractor are requested to mention the NIT/LOA etc. reference along with the B.G. No. for making any future queries to D.V.C.
12. Signing by witnesses in the Bank Guarantee/Performance Guarantee/Security is not mandatory.
13. The Bank Guarantee/ BG Extension shall be issued on the SFMS (Structured Financial Messaging System) mode under 760COV by Issuing Bank to the advising banks (Details of advising banks including IFSC Code is given below):

Details of respective advising banks including IFSC Code is given below:

For Head Quarter, Kolkata-

Bank Name: PUNJAB NATIONAL BANK,

Branch Name: Manicktala, Kolkata - 7000054,

Account No.: "0082250010682"

IFSC Code: PUNB0008220 ('0' Stands for zero).

ANEXURE-M

(h) Declaration regarding Local content in Ex-works price included in bid price as per Make in India.

Name of the Work:

NIT NO.

(Declaration regarding Local content in Ex-works price included in bid price as per Make in India)

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

Dear Sir,

We have read the provisions of "Preference to Make in India". In terms of the requirement of the MII provisions, we hereby declared the followings:-

1.0 we confirm that we are a ' Class-.....' local supplier and the local content in Ex-works price is % of the total Ex-works price for this procurement/Services. **We also submitted details of the location(s) at which the local value addition is made.**

location(s) at which the local value addition is made
::.....

2.0 In order to avail purchase preference, we confirm that we are a 'Class-I local supplier.

OR

We confirm that we are a 'Class-II local supplier.

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

(Signature).....
Date : (Designation).....
Place : (Printed Name).....
(Common Seal).....

Annexure-Y

(i) 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/SUB-CONTRACTORS

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

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

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

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

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

SECTION-8: INDEPENDENT EXTERNAL MONITOR

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

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

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

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

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

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

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

SECTION- 9: PACT DURATION

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation on the same would entail disqualification of the bidders and exclusion from 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 with date)

(Office Seal with date)

Witness 1:
(DVC)
(Name & Address)

Witness 1:
(Bidder/Contractor)
(Name & Address)

47. **GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings**



GCC 22.pdf

BANKER DETAILS of DAMODAR VALLEY CORPORATION			
1	NAME OF THE BANK	United Bank of India (as now Punjab National Bank)	
2	Name of the Branch	New Manicktala Branch, VIP Road, Kolkata-7000054, ph-033- 2325-2009	
3	RTGS (IFSC) Code of Branch	PUNB0008220	'0' Stands for zero
4	DVC's Account Title	DAMODAR VALLEY CORPORATIO	
5	DVC'S Account No.	0082250010682	
6	MICR no.	700027099	