



DAMODAR VALLEY CORPORATION

दामोदर घाटी निगम

(ESTABLISHED BY THE ACT XIV OF 1948)
KODARMA THERMAL POWER STATION
DIST - KODERMA, (JHARKHAND)

कोडरमा ताप विद्युत केंद्र,
जिला- कोडरमा, झारखण्ड, पिन कोड-८२५४२९.

Website: <http://www.dvc.gov.in>
FAX : (06534) - 292157
Phone : (06534) - 292156

NOTICE INVITING TENDER (THROUGH e-TENDERING PROCESS ONLY)

Tender No. DVC/Tender/KTPS/Electrical Maint.- 1/C&M Purchase & Contract/Works and Service/00031
Dated 29/12/2020

Last Date of submission(uploading) of Bid Documents : 18/01/2021 (upto 1000 Hrs.)

Date of Opening of Techno-Commercial Offer : 19/01/2021 at 1010 Hrs.

Sealed tenders in duplicate for Single Stage-Two Envelope-Two Part tendering are invited on behalf of KODERMA THERMAL POWER STATION, Damodar Valley Corporation, for Design, Engineering, supplying, Erection, Testing and Commissioning Of 25kwp (DC) ON-Grid Connected Solar PV Plant at the Rooftop of Technical Building, KTPS DVC. for the under mentioned job as per description of work, scope of work, terms and conditions as detail below.

Sealed Envelope containing tenders duly filled in should invariably be superscribed with Tender No. DVC/Tender/KTPS/Electrical Maint.- 1/C&M Purchase & Contract/Works and Service/00031 Dated 29/12/2020 for Design, Engineering, supplying, Erection, Testing and Commissioning Of 25kwp (DC) ON-Grid Connected Solar PV Plant at the Rooftop of Technical Building, KTPS DVC. due on 18/01/2021.

The Corporation will not accept any liability for delay in receipt or non-delivery of Tender Forms despatched by post or through courier.

Tenders, will be received by the office of the SUPERINTENDING ENGINEER(C&M), KODARMA THERMAL POWER STATION upto 1000 Hrs. on 18/01/2021 and the same will be opened in presence of representative of participating vendors on 19/01/2021 at 1010 Hrs. If the Opening day is declared a holiday by DVC/any unforeseen situation arrives(local Strike/Bandh etc.), then these activities will be taken up on the next working day at the same time schedule. Tenders received in the office of the SUPERINTENDING ENGINEER(C&M) after scheduled time and date fixed for the purpose will not be considered at all and DVC authorities will not take any responsibility to accept any tender which are received in his office late due to postal delay. When tenders are intended to be submitted to the tender inviting authority by messenger/courier/speed post, these should be submitted to the designated officer and thereafter it is to be kept in the designated place in the office of the tender inviting authority. The names and designation of at least two officers specially assigned for this purpose are :-

SL. NO.	EMPLOYEE NAME	DESIGNATION	ADDRESS	EMAIL-ID
1.	N N MONDAL	SUPERINTENDING ENGINEER-C&M Purchase & Contract	KODARMA THERMAL POWER STATION	nripendranath.mondal@dvc. gov.in
2.	JAYABRATA BISWAS	SDE-C&M Purchase & Contract	KODARMA THERMAL POWER STATION	jayabrata.biswas@dvc.gov.in

Nobody in the office of the SUPERINTENDING ENGINEER(C&M) other than those mentioned here is authorised

to receive any tender delivered by hand.

Offers should invariably be kept open for acceptance for 90 days from the date of opening of the tenders.

DESCRIPTION OF WORKS : Design, Engineering, supplying, Erection, Testing and Commissioning Of 25kwp (DC) ON-Grid Connected Solar PV Plant at the Rooftop of Technical Building, KTPS DVC.

Tenders for Single Stage-Two Envelope-Two Part tendering through e-tendering process are invited on behalf of KODERMA THERMAL POWER STATION, Damodar Valley Corporation, for Design, Engineering, supplying, Erection, Testing and Commissioning Of 25kwp (DC) ON-Grid Connected Solar PV Plant at the Rooftop of Technical Building, KTPS DVC. for the under mentioned job as per description of work ,scope of work ,terms and condition as detailed below.

TOTAL ESTIMATED VALUE : 1609412.40/-only in INR currency

Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/eprocure/app>.

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

The subject NIT has been hoisted in e- procurement portal "<https://etenders.gov.in/eprocure/app>" You may visit website for detail of the NIT & its tender documents and also may participate in the tender through e- procurement i.e. on line submission of offer .Further to that you are requested to please register your firm for e-procurement if not registered till date.You may contact for the above through e-mail to DVC.

Offers should invariably be kept open for acceptance for **90 Days** from the date of opening of the tenders.

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

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

E-TENDERING

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

However for any future correspondences with DVC (such as responses towards techno-commercial bid clarifications etc), tenderers have to send their reply only to email address as mentioned in NIT & DVC will make correspondences with the tenderer through their respective e-mail addresses. Changes of e-mail address of any bidder, if any, must be intimated on priority basis to DVC in writing with proper reasons thereof.

For any queries regarding all sorts of application of e-Procurement system while acquiring digital signature, registration, downloading & uploading of tender documents, activation of user ID & password, Sk Nawajesh Rahman , e-mail ID rnawajesh@gmail.com- Contact No. 9831683690 / Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob:8240124812) may please be contacted.

1.2 DIGITAL SIGNATURE:

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

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

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

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

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

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

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

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

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

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

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

(ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812).

WORK DETAILS

Sr. No.	Task Code	Description of Work	Frequency/ Quantity	UOM	Completion Period
1	KTPS/Solar 25KWp/01	Design, Engineering, supplying, Erection, Testing and Commissioning Of 25kwp (DC) ON-Grid Connected Solar PV Plant at the Rooftop of Technical Building, KTPS DVC.	1.0000	NOS	365
2	KTPS/Solar 25KWp/02	Comprehensive O&M support for Three Years which includes Monthly Module Cleaning & Quarterly PM visits.	12.0000	QUAT ERLY	1095

Orders placed by the Corporation are subject to the Techno-Commercial Terms & Conditions as follows and also will be guided by enclosed GCC. However if any Terms and Conditions mentioned in Techno-Commercial Terms & Conditions are in contradiction to that of GCC,then the former should prevail.

TECHNO-COMMERCIAL TERMS AND CONDITIONS

1.0 PRICE BASIS

Rate shall remain FIRM throughout the contract period.

2.0 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.

3.0 BID EVALUATION PROCEDURE

Bid evaluation will be done on Summary Wise L1 basis.

4.0 LD CLAUSE AND RISK PURCHASE CLAUSE

LD CLAUSE :

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

(ii) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure.

(iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above

(iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to re-purchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

RISK PURCHASE CLAUSE :

The Purchaser reserves the right to purchase the material/spares/ equipment/service & works from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material, services and works contract. Procedure will be followed as per adopted procedures of DVC.

5.0 INSPECTION

Goods supplied will always be subject to our inspection on arrival at the destination.

6.0 TRANSIT INSURANCE

Arrangements for transit insurance can be made by DVC as per Mega Risk Policy arranged with existing underwriter as per time being imposed.

7.0 PAYMENT TERMS FOR WORKS

Payment Terms Description	Task Description
90% of contract price for works/service contract against RA bills. This also includes initial advance, if any.	For All Tasks
Remaining 10% after completion of the contract.	For All Tasks

8.0 PERIOD OF CONTRACT

365 days from the date of issuance of order.

9.0 FORCE MAJEURE

It will be guided as per Clause No. 16 of GCC.

10.0 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.

11.0 OTHER TECHNO COMMERCIAL TERMS & CONDITIONS I:-

(A) LAWS:-

a. Vendor should have to abide by all Statutory Acts and Laws and Regulations of respective Government.

b. Vendor shall be responsible for compliance of all statutory obligations under Factories Act.1948, Contract Labour Act, Minimum Wages Act, Payment of Wages Act and also be responsible for payment

of employees contribution under EPF etc.

c. Vendor has to obtain labour license from statutory body i.e. concerned office of the Regional Labour Commissioner (Central) as applicable.

d. Vendor shall have to obtain license from Govt. License authority under Contract Labour Regulation and Abolition Act and the copy of the same will have to be produced.

e. The workers deployed by vendor will be bound by regulation of Factories Act.1948. Minor and women labours shall not be engaged in this job.

f. Xerox copies of the documents showing deposit of EPF amount to the EPF department of Govt. & ESI should be submitted to the controlling officer and personnel department after completion of work for bill payment.

(B) DISCIPLINE:-

The contractor's employees should maintain proper discipline and behaviour and do not cause any hindrance to smooth running of the Power Plant or in execution of duties by DVC, KTPS Employees .Controlling Officer is fully empowered to ask the contractor to withdraw any worker/workers on charges of misconduct, incompetence/ negligence in discharge of duties and such worker/workers may not be deployed without his permission.

(C) TERMINATION:-

It will be guided as per clause no. 24 of optional terms & condition of Contract of GCC.

(D) SAFETY CLAUSE:-

As per attachment.

(E) LOCAL RULES & REGULATIONS:-

The contractor has to abide by the rules and regulations framed by DVC authority which may change from time to time in the interest of the project. They are to follow the duty hours as will be specified by the controlling officer during execution of contract.

(F) UPWARD VARIATION:-

Any upward variation in taxes & duties beyond contract period will be borne by you. However any decrease in this respect will have to be passed on to DVC.

(G) COMPLIANCE OF EPF & ESI SCHEME:-

Compliance of EPF & ESI scheme for the workers engaged by the Contractor shall be applicable as per rules.

(H) AGREEMENT:-

Immediately on placement of work order, an agreement is to be made as per DVC norms on Non-judicial stamp paper of appropriate value. No payment whatsoever related to this contract shall be made unless agreement is executed.

(I) DISCONTINUATION OF JOB:-

In case the job is found discontinued by Contractor within the contractual period, DVC, KTPS shall have the right to award part or full job to any other outside agency and the expenditure thereof shall be deducted from their bill of the contractor.

(J) SECURITY GATE PASS:-

The contractor has to arrange Photo gate pass at his own cost for his workmen from the security department and the rules and regulations related to this subject shall be binding on the contractor.

(K) PRECAUTIONARY MEASURES TO AVOID DAMAGE OF OTHER EQUIPMENT:-

The contractor should take care for safety of equipment and property of DVC, KTPS. Any loss to this effect will be contractor's responsibility entirely and they shall have to make good for the losses and extra expenditure incurred by DVC, KTPS thereof.

(L) CPE:-

Contractors have to support in generating contractor performance evaluation sheet (In the prescribed format as per annexure- enclosed). No bill will be passed/No payment will be made before submission of contractor performance evaluation report.

(M) SUBLetting OF CONTRACT:-

You should not sublet the work to any other agency without prior permission of the DVC Authority.

(N) GST REGISTRATION CERTIFICATE, PAN CARD AND SAC CODE:-

Please enclose a Xerox copy of valid GST registration certificate & PAN Card with quotation. The SAC Code against each job shall be mentioned while quotation.

12.0 OTHER TECHNO COMMERCIAL TERMS & CONDITIONS II:-

(A) MOBILIZATION:-

After receipt and acceptance of the work order, the contractor has to mobilize within two week after getting information from DVC. Within that period, all the required tools & tackles, manpower and infrastructural facilities are to be made ready for starting the actual work against the contract. No advance payment will be provided by DVC towards site mobilization.

(B) UNAUTHORIZED OCCUPATION/POSSESSION:-

Unauthorized occupation/possession of Quarters/Shop/Plot of land of DVC will be treated as a disqualification and tender submitted/Contract awarded is liable to be rejected/cancelled, as the case may be, at any stage if the vendor or his authorized representative is found to be having such unauthorized occupation/ possession.

(C) OTHER TERMS & CONDITIONS:-

The subject work shall broadly be governed by the above stated terms and condition of NIT & the terms and condition not herein will be guided by DVC GCC (attached herewith).

(D) OUR BANKER:-

SBI, KTPP Branch (Branch Code no. 12633, IFSC code. SBIN0012633, Micro Code. 825002609) and Bank of India, Banjhedi (Branch Code no. 4989, IFSC code. BKID0004989, Micro code. 825013612).

(E) PUBLIC PROCUREMENT POLICY:-

a. Amendment to the existing Public Procurement Policy for Micro and Small Enterprises(MSE) was notified by Ministry of MSME vide GOI Gazette Notification S.O. 5670(E) dated 9th November,2018

will

be applicable for subject Procurement/Service.

b. Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No. P-45021/2/2017

B.E. II dated 15th June, 2017 is applicable for the subject procurement.

c. 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 is applicable for the subject procurement.

(F) PERFORMANCE GUARANTEE:-

The firm will have to stand guarantee for a period of SIX (06) months from the date of completion of work against any poor workmanship/poor performance. In case any deficiencies are found during this period, the same shall be rectified/repaired by the firm free of cost immediately as per direction and satisfaction of Engineer in charge.

(G) SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE CLAUSE [IF APPLICABLE]:-

[I] Successful vendor will have to deposit as security, for satisfactory execution of the order, and for guaranteed performance of the works for an amount equivalent to 10% of the ordered value in the form of Bank Guarantee(as per DVC format) within 30 days from the date of issuance of Work Order, from any Nationalized/Scheduled Bank and it should have validity 60 months plus six months claim period thereafter.

OR

[II] Security Deposit is to be recovered as Pro-rata deductions @ 10% from the running Bill/submitted Invoice and the amount so deducted/accepted as SD will be released after expiry of Guarantee/Warrantee Period as mentioned in the contract.

OR

[III] In the form of advance bank draft issued in favour of Sr. Addl. Chief Accounts Officer, KTPS, DVC, payable at SBI KTPP, Banjedih and the amount so accepted as SD will be released after expiry of Guarantee/Warrantee Period as mentioned in the contract.

Note:

- (i) For order value up to Rupees Ten lakh, Security deposit may not be applicable.
- (ii) Pro-rata deduction @ 10% is also allowed as SD for scheduled upward variation on account of variation of quantity for any value of contract irrespective of instrument used for original SD.
- (iii) No payment, whatsoever will be made till the acceptance of BG/deposit of initial SD as the case may be as per the terms of the contract.
- (iv) MSEs registered with MSME/ NSIC are required to deposit security deposit cum performance guarantee in the form as mentioned above.

13.0 NOTE REGARDING PERIOD OF CONTRACT

PERIOD OF CONTRACT (i.e. Clause No. 8 under TECHNO-COMMERCIAL TERMS AND CONDITIONS) read as "1095 days from the date of issuance of order."

14.0 E- TENDERING INSTRUCTION:-

Please read as the following instead of *Different Aspects of E- tendering, Letter of Bid, Affidavit, Annexure-E, Techno- commercial Parameter Sheet, Price bid*; under ITB:

Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/eprocure/app>. They shall have to submit the following documents only online in the website <https://etenders.gov.in/eprocure/app>:

(a) Complete Techno-Commercial Offer [PART-I]: The bidder is requested to download the format of Letter of Bid [i.e. Annexure-F of NIT], Affidavit [i.e. Annexure-G of NIT], Details of Banker for Making Payment through RTGS/NEFT [i.e. Annexure-E of NIT], Techno Commercial Schedule [i.e. Annexure-A of NIT] etc.; as filled as per instruction and upload the same in website in .pdf/.rar file (No price part should be mentioned in this document). The bidder is also requested to upload scanned copies in .pdf/.rar file of relevant documents as per NIT e.g. GST Registration Certificate, "MSME/NSIC Certificate" (as applicable), Latest P.O./W.O. copy etc.

Note:

(i) Letter of Bid (Annexure-F of NIT): This will be downloaded by the bidder and will be printed/ typed on his letterhead as per format. This document will be signed by the bidder and the scanned copy of the same will be uploaded during bid submission in Part-I and the hard copy in original of the same is to be sent to the office of C&M, KTPS,DVC .

(ii) Affidavit (Annexure-G of NIT): Proforma for affidavit as per NIT to be uploaded 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) and the hard copy in original of the same is to be sent to the office of C&M, KTPS, DVC.

(iii) Annexure- E of NIT: DETAILS OF BANKER FOR MAKING PAYMENT THROUGH

RTGS/NEFT is to be uploaded in .pdf form as it is required for RTGS / CBS /NEFT.

(iv) Techno-Commercial Schedule [i.e. Annexure-A of NIT]: This will be downloaded by the bidder and will be uploaded in website after duly filled the blue/green colour column by the bidder. Annexure- C/D of NIT are not required to fill.

(b) Price Bid Schedule i.e. Annexure-B of NIT [PART-II]: The bidder is requested to download the Price bid schedule i.e. BOQ from website in .xls file as filled as per instruction [ONLY GREEN COLOUR FILL IS TO BE FILLED UP] {THE BIDDERS ARE REQUESTED TO SELECT Excess(+)Less(-) and entered value in next green box i.e. $\{ \pm \text{Percentage Rate} \}$ } and upload the same in the website in .xls file (This BOQ template must not be modified/replaced by the bidders and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. The Bidders are allowed

to enter the Bidder's Name and Values only). The bidder is also requested to fill up the GST & HSN/SAC Code in BOQ.

Note:

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: rnavajesh@gmail.com (Contact No. 9831683690)

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

You may send e-mail to above e-mail address and copy to nripendranath.mondal@dvc.gov.in & jayabrata.biswas@dvc.gov.in .Other than above, the bidders face any problem may contact with the following personnel for any assistance:-

(i) Mr. N. N. Mondal, SE (M), C&M (Ph. No.7908462790)

(ii) Mr. JAYABRATA BISWAS, SDE (E), C&M (Mobile Ph. No. 8240165702

INSTRUCTION TO BIDDERS (ITB)

1.0 E-TENDERING CLAUSES

- a) The Bidders must visit the website <https://etenders.gov.in/eprocure/app> to download the notification / blank tender documents relating to Tender No.DVC/Tender/KTPS/Electrical Maint.- 1/C&M Purchase & Contract/Works and Service/00031 Dated 29/12/2020.
- b) The detailed NIT includes Techno-Commercial Document and Price Bid document. These documents should be downloaded from the website.
- c) The Bidders must fill all the details in the Price-bid document 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) 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.
- e) 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.
- f) Addendum/Corrigendum/modification/extension, if any, shall be published in the website(<https://etenders.gov.in/eprocure/app>) .
- g) DVC shall not be responsible in any way for any delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.
- h) 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 rnavajesh@gmail.com- Contact No. 9831683690
 - (ii) 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 Bidders may visit the site(KTPS Plant) for any clarification/discussion on any point as felt necessary with respect to NIT before submission of bid. 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 W.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 Work Order in duplicate, one copy shall be returned to the Work Order issuing authority within 15 days duly acknowledged with signature, seal of the firm with date as a mark of acceptance of the contract.

6.0 If anyone is not in a position to quote for any reason, please send 'regret' letter positively otherwise

you will not be consider in future for similar item.

7.0 Conditional discount will not be accepted for bid evaluation.

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

9.0 All Taxes and duties must be clearly indicated in price bid.

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

11.0 **Settlement of disputes and Arbitration :** It will be guided as per Clause No. 33 and Clause No. 20 (Optional Terms and Conditions of Contract) of GCC-2016

12.1 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.

12.2 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.

13.1 In case where the business firm happens to have been banned / suspended by DVC / Ministry of Power/ Govt. of India and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorised agent/ distributor / dealer / affiliates shall not be considered for all establishment of DVC and in such case no bidder / intending bidder shall have any claim arising out of such action.

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

13.3 In case where the business firm happens to have been banned / suspended by Department of Energy, Government of Jharkhand / Govt. of Jharkhand and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorised agent/ distributor / dealer / affiliates shall not be considered for all DVC establishment in Jharkhand and in such case no bidder / intending bidder shall have any claim arising out of such action.

13.4 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.

Different Aspects of E- tendering: The bidder will have to accept the Techno-commercial Terms & Conditions of the NIT except which are spelt out in deviation sheet only, as embedded with the "Techno-commercial parameter sheet" and cost of withdrawal thereof, as embedded with the "Price bid sheet" against the deviations along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line. No conditional bid shall be accepted. In the undertaking given by the bidder on-line, there will be provision for 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. The department 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 that tender. The clarifications may be asked from the next day of e-publication of tender. The last date for seeking clarification will be up to 4 (four) days before the last date of submission of bid and the last date of giving clarification on-line will be up to 2 (two) days before the last date of bid submission.

The bidder will submit Techno commercial Bid and Price bid online. No off-line bid shall be accepted. The bidder will download the Techno- commercial Evaluation Sheet, Price bid Sheet, Format of Letter of Bid, Affidavit and Annexure-E from the website <http://etender.dvc.gov.in>.

The bidder shall have to submit hard copy (in original) of filled-up Letter of Bid, Notarized Affidavit (on non-judicial stamp paper of minimum value of Rs. 10) and Annexure-E in original (as per format given in the NIT) before opening of techno commercial bid in a separate sealed envelope, by marking the envelope as "Techno

commercial bid documents against NIT No. Dated: and also bidder's name & address" and send to the Sr. Addl. Chief Accounts Officer, KTPS, DIST - KODERMA, (JHARKHAND).

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 the hard copy (in original) of the same will have to be submitted before opening of techno commercial bid, by following the above procedure. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per format given in the NIT and it should not contain any other information.

Affidavit : The format of Affidavit is uploaded along with this NIT. This is to be downloaded by the bidder and will have to be printed / typed on non-judicial stamp paper of minimum value of Rs. 10. Hard copy of Affidavit (in original) will have to be submitted before opening of techno- commercial bid, by following the above procedure. This will be required for genuineness of the information furnished by bidder online and authenticity of the documents being produced by him/them. The content of the "Affidavit" uploaded by the bidder must be the same as per format given in the NIT and it should not contain any other information.

Annexure-E: The format of Annexure-E is uploaded along with this NIT. This is to be downloaded by the bidder and hard copy of the same (in original) will have to be submitted after filling all the details along with seal & signature of concerned bank, before opening of techno commercial bid, by following the above procedure. This will be the details of banker for making payment through RTGS/NEFT. The content of "Annexure-E" uploaded by the bidder must be the same as per format given in the NIT and it should not contain any other information.

Techno- commercial Parameter 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 Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Part-I. The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

Price bid : The Price bid containing the different parameters will be downloaded by the bidder as per this NIT and they will quote the rates, taxes & duties etc. for his offered items on this Excel file as per instruction of NIT. Thereafter, the bidder will upload the same Excel file during bid submission in Part-II. The Price Bid which is incomplete and / or not submitted as per instruction given above will be rejected out rightly. The Price bid part will be opened for techno-commercially accepted bidders only and price bid opening date will be informed to the techno-commercially accepted bidders through their E-mail id.

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

The bidder may withdraw his bid on-line at any time before the last date and time of submission of bid. However, if the bidder withdraws the bid after the deadline of bid submission penal actions may be taken against the bidder. In the e-Procurement system, the on-line withdrawal of bid is possible only before the deadline of bid submission. For withdrawal of bid after deadline of bid submission, an off-line request is to be sent by the bidder to Tender Inviting Authority. The actions which shall be taken in case of withdrawal of bids at different stages of tender are as indicated below:

- i. If the withdrawal is on-line within the deadline of bid submission, no penalty will be imposed to the bidder.
- ii. If the request of withdrawal is received after deadline of bid submission and before opening of Techno-commercial bid, the bidder will be disqualified and penal actions may be taken against the bidder and the techno commercial bids of remaining bidders will be opened.
- iii. If the request of withdrawal is received after opening of Techno Commercial bid and before opening of price bid, the bidder will be disqualified and one year debarment penal actions may be taken against the bidder and the Price-bid of remaining bidders will be opened.
- iv. If the L1 bidder withdraws his bid after opening of price bid and before issuance of Purchase Order, then one or more year debarment penal actions may be taken against the bidder 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.
- v. If the L-1 bidder withdraws his bid after issuance of Purchase Order, then one year debarment or other penal action may be taken against the bidder 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.

The e-Procurement System will evaluate the Techno Commercial bids automatically with least human intervention. For this purpose all the required parameters will be obtained from the bidders in an objective and structured manner. **Bidders will not be required to upload scanned copy of any document or to submit hard copy of any document for the techno-commercial evaluation process except Letter of Bid, Original copy of Notarized power of Attorney, Affidavit, Annexure-E, Excel sheet for Techno-commercial parameter sheet and price bid sheet which will be opened later on as detailed above.** The information furnished by the bidders on-line along with on-line undertaking with Digital Signature Certificate in support of the authenticity of the facts, figures, information and documents furnished by them online will be accepted for the Techno - commercial evaluation of the bids. **Bidders are required to agree all the parameters under techno-commercial parameter sheet else their techno-commercial bid will be showing as "non-complied" which will be generated through the system automatically and their price bid cannot be considered for opening.**

Verification of Documents:-

- A. In case of techno commercial compliance bid based on the information submitted by the bidder is three or less than three, verification of documents of all the bidders will be done before opening the price bid of techno-commercially acceptable offer. If, it is not so then, verification of documents of L1 bidder only will be done after opening of price bid.
- B. Bidders(s) will have to produce the documents (original/self authenticated and attested by Public Notary), as specified in the NIT, in support of the information furnished by him/them on-line, for verification by Tender Committee on any working day within 10 days as when asked by DVC. Bidders(s) will also submit an affidavit (original) 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. Format of Affidavit is enclosed.

C. In case, after opening of price bid, L1 bidder fails to produce the documents within the specified period or if any of the information furnished by bidder(s) on-line is found to be false by the Tender Committee during verification of documents, which changes the eligibility status of the bidder, then revise price bid at the discretion of TAA will be resorted to within the remaining bidders for the contract in which the bidder was L1 with caution letter to refrain in future and in event of 2nd instances banning for one year from participating in future tenders considering time essence to finalize the tender.

All the bidders will get price bid opening information on their personalized dash-board and also by system generated e-mail. The opening date of price bid of techno-commercially accepted bidder will be informed through their E-mail to the respective bidder. The Bidders may view the price bid opening online remotely.

After opening of Price-bid, the rates quoted by all the participating bidders will be visible to all the participating bidders on-line. It will be the bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid.

The Purchase Order will be issued and sent to the successful bidder(s) through registered/speed post.

N N MONDAL
SUPERINTENDING ENGINEER-C&M Purchase & Contract
For & on behalf of Damodar Valley Corporation

ENCLOSURE :

- 1 CPE
- 2 SAFETY CLAUSE
- 3 GCC
- 4 Tech. Specs & Scope of work
- 5 TERMS & CONDITIONS
- 6 Material Specification

KODARMA THERMAL POWER STATION

NIT NO.: DVC/Tender/KTPS/Electrical Maint.- 1/C&M Purchase & Contract/Works and Service/00031

TENDER DESCRIPTION Design, Engineering, supplying, Erection, Testing and Commissioning Of 25kwp (DC) ON-Grid Connected Solar PV Plant at the Rooftop of Technical Building, KTPS DVC.

TECHNO-COMMERCIAL DOCUMENT (SHEET-2)

BIDDER'S NAME & ADDRESS:

BIDDER'S OFFER NO. & DATE:

Sl. No.	Clauses of NIT	Bidder's Compliance
1	The quoted prices should be "FIRM"	YES/NO
2	PAYMENT TERMS	(State your own payment terms here, if not complied with those in NIT)
3	SECURITY DEPOSIT CUM BANK GUARANTEE (SDBG)	YES/NO/NA
4	LD CLAUSE	YES/NO
5	GUARANTEE/WARRANTY	YES/NO/NA
6	INSPECTION CLAUSE	YES/NO/NA
7	SUBMISSION OF REQUIRED DOCUMENTS	YES/NO
8	COMPLIANCE OF ALL OTHER TERMS OF NIT?	YES/NO
9	Whether the Bidder has filled the Techno-Commercial Deviation Schedule i.e., ANNEXURE-C?	YES/NO/NIL
10	If Deviation is there, has the Bidder filled in the Cost of Withdrawal of Deviations in ANNEXURE-D	YES/NO/NOT APPLICABLE

FORMAT FOR PRICE BID :**ANNEXURE- B**

NAME OF THE PLANT : _____

ADDRESS : _____

ENQUIRY / NIT NO. : DVC/Tender/KTPS/Electrical Maint.- 1/C&M Purchase & Contra

DATE : _____

TASK DETAILS

Sl. No.	Task Description	SAC Code	Frequency/Quantity	Unit of Measurement	Unit Rate (RS.)	TOTAL AMOUNT (RS.)
1	Design, Engineering, supplying, Erection, Testing and Commissioning Of 25kwp (DC) ON-Grid Connected Solar PV Plant at the Rooftop of Technical Building, KTPS DVC.		1.0000	NOS		
2	Comprehensive O&M support for Three Years which includes Monthly Module Cleaning & Quarterly PM visits.		12.0000	QUATERLY		
TOTAL PRICE						
TOTAL PRICE (IN WORDS) :						
GST, IF APPLICABLE (IN % ONLY)						
ANY OTHER TAXES & DUTIES, IF APPLICABLE (IN % ONLY)						

(Signature) _____
 (Name) _____
 (Designation) _____
 (Common Seal) _____

NOTE :

1. No separate sheet on account of discount/rebate is permitted. The tender is liable to be rejected in case any extra sheet is enclosed, stapled or pinned to this price bid sheet.
2. Bidder Should provide HSN Code & SAC Code against Material/Jobs in their Offer.

TECHNO-COMMERCIAL DEVIATION SCHEDULE

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

NAME OF THE PROJECT	KODARMA THERMAL POWER STATION
YOUR NIT NO.	DVC/Tender/KTPS/Electrical Maint.- 1/C&M Purchase & Contract/Works a
Bidder's NAME & ADDRESS	

TO

(Purchaser's Name & Address)

Dear Sir,

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

SL. NO.	CLAUSE NO.	DEVIATION

Date _____ (signature) _____

Place : _____ (Name) _____
(Designation) _____

Common Seal _____

NOTE : If there are no deviation, this deviation schedule shall be submitted along with the techno-commercial bid duly signed and stamped after stating " NIL DEVIATIONS".

DAMODAR VALLEY CORPORATION**ANNEXURE- D****Cost of withdrawal of deviations**

NAME OF THE PROJECT	KODARMA THERMAL POWER STATION
YOUR NIT NO.	DVC/Tender/KTPS/Electrical Maint.- 1/C&M Purchase & Contract/Work
BIDDER'S NAME & ADDRESS	

TO

(Purchaser's Name & Address)

Dear Sir,

Following are the deviations as proposed by us relating to techno-commercial terms and conditions. We are also furnishing below the cost of withdrawal for the deviations proposed by us. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment failing which our bid may be rejected and Bid Security forfeited.

SI No	CLAUSE NO.	DEVIATION	COST OF WITHDRAWAL(RS.)

Date _____ (signature) _____

Place : _____ (Name) _____ (Designation)

Common Seal _____

NOTE : Bidders may note that bids containing deviations without the cost of withdrawal price shall be considered as unresponsive offer and will be out rightly rejected. This schedule indicating the cost of withdrawal price for such deviations should be submitted along with the price bid only and will be taken into consideration for the purpose of bid evaluations.

ANNEXURE- E

DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT Requirement for RTGS / CBS /NEFT

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

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

Date:

Place:

(Authorised Signatory)
(Printed Name)
(Designation) -----
(Name) -----
Address-----

(Company Seal)

Bank Certification:

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

Date:

Place:

(Authorised Signatory)
(Name)
(Designation)
(Authorisation No.)

(Bank Seal)

Letter of Bid

To
The Superintending Engineer (C&M)
DVC, KTPS
DIST - KODERMA, (JHARKHAND).

Sub : ' Design, Engineering, supplying, Erection, Testing and Commissioning Of 25kwp (DC) ON-Grid Connected Solar PV Plant at the Rooftop of Technical Building, KTPS DVC.'

Ref: 1. NIT No: '-----'

Dear Sir(s),

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

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

OR

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

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

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

Yours faithfully,

(Signature of Bidder OR
Authorized person of bidder OR
DSC Holder bidding online with authorization from bidder)

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

ANNEXURE- G

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE Bidder

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

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

A F F I D A V I T

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

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

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

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

OR

I/We and Our affiliates have been banned/suspended by DVC/Minstry of Power/Govt. Of India/Department of Power & Non-conventional Energy Sources, Govt. Of West Bengal/Government of West Bengal/Department of Energy, Government of Jharkhand/Govt. Of Jharkhand for a period of _____ year(s), effective from _____ to _____.

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

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

OR

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

6. If any information furnished by me / us online and scanned copy of documents uploaded in support of the information by me / us towards eligibility is found to be false / incorrect at anytime, 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 ourfirm and all partners of the firm for a minimum period of 01 (one) year.

Signature of the Tenderer

Dated:

Signature and Seal of Notary