



DAMODAR VALLEY CORPORATION
(ESTABLISHED BY ACT XIV OF 1948)

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DAMODAR VALLEY CORPORATION

TENDER DOCUMENTS FOR

“ Detailed Topographical & Contour Survey and allied works for an approximate area of 200 Acres in specified grid at specified interval, including generation of AutoCAD drawings for implementation of Solar PV Projects in and around different thermal power stations of DVC across DVC valley area ”

NIT NO.: DVC/Tender/Head Quarter/RE and EE/CMM/Works and Service/00003

(Domestic Competitive Bidding)

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

“THROUGH e-TENDERING PROCESS ONLY”



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VOLUME – I

NIT No.: **DVC/Tender/Head Quarter/RE and EE/CMM/Works and Service/00003**

1.0 Damodar Valley Corporation (DVC) invites bid from eligible bidders on e-Tendering mode ["Single Stage - Three Envelopes basis", followed by "On-line Reverse Auction"] for **"Detailed Topographical & Contour Survey and allied works for an approximate area of 200 Acres in specified grid at specified interval, including generation of AutoCAD drawings for implementation of Solar PV Projects in and around different thermal power stations of DVC across DVC valley area"** as per the Scope mentioned in Vol-II of this NIT documents following the terms & conditions of this NIT.

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

2.0 Each Bidder have to submit the documents of Envelope-I, within the stipulated bid submission closing date and time at the address given below. Any bid not accompanied by an acceptable Bid Security Declaration document shall be treated by the Employer as non-responsive and shall not be opened.

Cost of Tender Documents (non-refundable): - Rs 1,000/- (Rupees One Thousand Only) inclusive of GST as applicable.

Bidding schedule:

Tender Document downloading Period	From 12.01.2022 at 18:00 Hrs.(IST) to 07.02.2022 at 14:59 Hrs.(IST)
Date & Time of pre-bid conference	20.01.2022 at 11.00 Hrs.(IST)
Date of Online submission of Pre Bid Queries	From 12.01.2022 To 20.01.2022
Last date & time of "Uploading of ["Filled up Envelope2 (Excel Sheet) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT" & "Envelope3 (Excel Sheet) in Template Format"] <u>Online</u> " and "Submission of hard copies of [Envelope1] <u>Offline</u> ".	07.02.2022 at 15:00 Hrs.(IST)
Bid Opening Date & Time of "hard copies of [Envelope1] <u>Offline</u> ".	08.02.2022 at 15:00 Hrs.(IST)
Bid Opening Date & Time of ["Envelope2 (Excel Sheet) & Scan copies of all the	



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supporting documents for Envelope2 as mentioned in the NIT”] <u>Online</u> ” as per the Terms & Conditions of NIT.	08.02.2022 at 15:30 Hrs.(IST)
Bid Opening Date & Time of “Envelope3 (Excel Sheet) in Template Format” <u>Online</u> as per the Terms & Conditions of NIT.	At a date & time to be notified by DVC in due course.
Date and Time of On Line Reverse Auction as per the Terms & Conditions of NIT.	After Two (2) hr. from opening of the Envelope3 (Excel Sheet).
Submission of Hard copies of all the documents for Envelope2, by the lowest evaluated Bidder after the Reverse Auction Process and as per the evaluation criteria as mentioned in this NIT, for DVC’s verification and record as per the Terms & Conditions of NIT.	Within 10 days from opening of the Price Bid.

The details are available at CPP Portal (Central public Procurement Portal) <https://etenders.gov.in/e procure/app> and in www.dvc.gov.in (For information only). Any addendum/corrigendum /extension, if required, pertaining to this NIT will be hosted in <https://etenders.gov.in/e procure/app> only. Bidders are requested to visit website <https://etenders.gov.in/e procure/app> regularly for any addendum/corrigendum/extension till opening of the Bids.

3.0 QUALIFYING REQUIREMENT

The bidder should meet the qualifying requirements stipulated herein under:

3.1 Technical Part:

The bidders shall have adequate technical capability and shall have experience of having completed similar works during last 07 (Seven) years ending last day of month previous to the one in which offers are invited should be either of the following:

i. Three similar completed works each costing not less than the amount equal to Rs. 3, 96,000 /-

OR

ii. Two similar completed works each costing not less than the amount equal to Rs. 4,95,000 /-

OR

iii. One similar completed work costing not less than the amount equal to Rs. 7,92,000/-

Completed work means The executed/completed portion of Work (as defined under similar work above) Order/Purchase Order/AMC/ARC, payment receipt documents with ref. to WO/P.O. no.



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and date of execution certificate with executed value and referred W.O./P.O. be also considered as proof of execution even if the work has not been completed in totality (subject to furnishing proof of executed value of work in the form of certified copies of RA bills) or any relevant documents from End user, which is sufficient to proof the works completed or to be completed.

“**Similar work**” means Carrying out Detailed Topographical & Contour Survey works in Central Govt. Departments/ State Govt. Departments/Power utilities in PSUs/Other Power Plant(s) and Transmission System.”

3.2. Financial Part:

3.2.1 Average Annual Turnover (AAT): -

Average annual turnover is to be determined taking into consideration turnover of 3 financial years. Other income shall not be considered for arriving at annual turnover.

The Average annual turnover for the last 03 financial years ending on 31.03.2021 should not be less than **Rs 2, 97,000/-** .

Note:

- In compliance to the above Financial QR, the bidder shall submit copy of Audited Annual Accounts including Balance Sheet and Profit & Loss Account statements for the last 03 (three) financial years ending on 31.03.2021.
- In case where audited results for the preceding financial year are not available, certification of financial statements from a Practicing Chartered Accountant shall also be considered acceptable.

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

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

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

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



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- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>) , by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India with their profile.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/ e-Token.
- f) The Bidder intending to participate in the bid is required to register in the e-tender portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/she have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

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

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

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

Bidder have to pay the Cost of the Tender documents (non-refundable) as mentioned in clause 2.0 above only in the form of a Crossed Account Payee Demand Draft in favour of "Damodar Valley Corporation", payable at Kolkata, original in Envelope¹. However, MSEs registered with National Small Industries Corporation (NSIC) / Khadi & Village Industries Commission(KVIC) / District Industries Centre(DICs) / Khadi & Village Industries Board (KVIB) / Coir Board / Udyog Aadhar Memorandum (UAM) / Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, small and Medium Enterprises (MoMSME) have not to pay the cost of the Tender documents subject to production of the documentary evidence like valid Registration Certificate from appropriate Govt. authority giving details such as — Validity, Stores, etc., in



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Envelope1. Envelope1 (hard copy) should be received by DVC at the address given below during office hours, on or before the last date & time of Bid Submission/ Uploading period.

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

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

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

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

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

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

(i) Shri Sandip Chanda, SDE (M) C&M Deptt. , DVC Towers, Kolkata
e-mail: sandip.chanda@dvc.gov.in

(ii) Shri Kushal Ghosh, SDE(M), C&M Deptt., DVC Towers, Kolkata e-mail:
kushal.ghosh@dvc.gov.in

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

6.0 ADDRESS FOR COMMUNICATION:

Chief Engineer (E),
C&M Department, DVC,
DVC Towers, VIP Road, Kolkata-700054
E-mail: arunava.pramanik@dvc.gov.in ; Tel No. 033-6607-2302

7.0 COST OF BIDDING



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

8.0 CLARIFICATION ON TENDER DOCUMENTS

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

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

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

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

9.0 AMENDMENT TO TENDER DOCUMENTS

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

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

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

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

10.0 PERIOD OF VALIDITY OF BID & LANGUAGE OF BID

10.1 Bids shall remain valid for a period of 90 days from the closing date prescribed by the Employer for the receipt of Bids. A Bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.

10.2 In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses thereto shall be made by e-mail. A bidder may refuse the request. A bidder granting the request will not be required nor permitted to modify its bid.



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10.3 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 The Bidder may modify or withdraw its Bid after submission/uploading, prior to the deadline prescribed for Bid submission/uploading. No Bidder will be allowed to withdraw or modify the Bid after deadline of submission/uploading.

11.2 Any Bidder can modify its on-line part of the submitted Bid and resubmit the Bid on-line as many times as he may wish, only before the deadline of submission/uploading of Bids.

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

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

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

11.4 If the Bid withdrawal notice of any Bidder received after the Bid submission deadline, the Bidder will be disqualified and shall be suspended for 1(one) year and shall not be eligible to bid for DVC tenders from date of issuance of suspension order.

12.0 DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE

12.1 Three envelope Bidding procedure shall be followed as under:

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

Envelope1 Shall comprises of the following: -

(a) Documents in support of Cost of Tender Documents [Crossed Account Payee Demand Draft in favour of "Damodar Valley Corporation", payable at Kolkata or, "Valid Registration Certificate from appropriate Govt. authority giving details such as — Validity, Stores, etc. applicable for MSEs registered with National Small Industries Corporation (NSIC) / Khadi & Village Industries Commission(KVIC) / District Industries Centre(DICs) / Khadi & Village Industries Board (KVIB) / Coir Board / Udyog Aadhar Memorandum (UAM) / Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, small and



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Medium Enterprises (MoMSME) for seeking exemption from the payment of Cost of Tender Documents”].

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

Any Bid, not accompanied by an acceptable Cost of Tender Documents in Envelope1, shall be rejected by the Employer as being nonresponsive and this Bid shall not be opened further.

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

1. Declaration in support of Technical QR/Capability & Financial QR/Capability as asked in NIT as per Attachment-1 of Envelope2 (Excel Sheet).
2. Declaration as per Attachment – 2 of Envelope2 (Excel Sheet).
3. Declaration on mandatory conditions as per Attachment – 3 of Envelope2 (Excel Sheet).
4. Declaration of Deviations as per Attachment – 4 (WITHOUT COST OF WITHDRAWAL) of Envelope2 (Excel Sheet).
5. Scan copies of the supporting documents in support of Technical QR/Capability [clause No. 3.1 of Volume-I of NIT Documents] as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.
6. Scan copies of the supporting documents in support of clause No. 3.2 of Volume-I,
Financial QR as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.
7. Scanned copy of Letter of Bid: This will be the covering letter of the Bidder for his submitted Bid duly signed by the Bidder. The content of the “Letter of Bid” printed/ typed on Bidder’s letter head must be the same as per format given in Form No.1 of VOL-I of this NIT and it should not contain any other information.
8. Scanned copy of Notarized Power of Attorney (as per Form No. 3 of VOL-I of this NIT).
9. Scanned copy of Affidavit (as per Form No. 4 of VOL-I of this NIT) on a non-judicial stamp paper of Rs. 10 regarding genuineness of the declaration/information furnished by him/them online and authenticity of the supporting documents being produced by him/them.



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10. Scanned copy of Acceptance of On Line Reverse Auction / Bidding (as per Form No. 5 of VOL-I of this NIT).
11. Scanned copy of details of Banker for Making Payment through RTGS/NEFT (Bank Certificate as per Form No. 6 of VOL-I of this NIT) & a cancelled cheque.
12. Scanned copy of Cost of Tender Document as mentioned at 12.1.(i) (a) above.
13. Scanned copy of Bid security document as mentioned at 12.1.(i) (b) above.
14. Scanned copy of DECLARATION ON BANNING POLICY as per Form No. 10 of VOL-I of this NIT.
15. Scanned copy of Declaration regarding Local content included in bid price as per Form No. 11 of VOL-I of this NIT.
16. Scanned copy of CERTIFICATE TO BE SUBMITTED BY THE BIDDER w.r.t. Make in India Policies as per Form No. 12 of VOL-I of this NIT.

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

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

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

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

Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules of Price Bid. The Bidders shall present their prices in the following manner:

Separate numbered Schedules shall be used for each of the following elements and all the price schedules shall be uploaded on e-tender website in CPP portal.

Schedule No. 1 in Sheet 1 of "Envelope3 (Price Bid) in Template Format": Price for Detail topographical survey and allied works of the existing Durgapur Thermal Power Station power plant area, along with associated colony and Ash Pond as per the scope of works mentioned in the NIT including all other taxes, duties, levies, Cess, etc. but only excluding GST as applicable on direct transaction between the Employer & the Contractor.



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

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

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

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

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

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

2. COMMERCIAL AND TECHNICAL DEVIATIONS

Deviations specifically declared by the bidders in the respective Deviation Schedules as per “Attachment-4 of Envelope2 (Excel Sheet)” and respective cost of withdrawal of such deviation as per “Attachment-4 of Envelope3 (Excel Sheet) in Template Format” only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviation Schedules as per “Attachment-4 of Envelope3 (Excel Sheet) in Template Format”. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedules shall be added to the bid price to compensate for these deviations. In case prices for the withdrawal for declared deviations (as per “Attachment-4 of Envelope2 (Excel Sheet)” are not furnished by the bidder in “Attachment-4 of Envelope3 (Excel Sheet) in Template Format”, their offer will be considered as unresponsive and will be rejected.

However, no deviation, is permitted by the Employer to the provision relating to the following clauses (mandatory conditions) of bidding Documents:

- a) Governing Laws.
- b) Settlement of Disputes.
- c) Terms & Procedures of Payment.
- d) Taxes and Duties.
- e) Completion Time Guarantee.
- f) Price Basis.
- g) LD clause,
- h) Risk Purchase Clause



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

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

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

At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed in Attachment-4 at the cost of withdrawal stated by him in his bid [in "Attachment-4 of Envelope3(Excel Sheet) in Template Format"]. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the Bidder in "Attachment-4 of Envelope3 (Excel Sheet) in Template Format", the bid will be rejected out rightly.

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

12.2 Online Reverse Auction/Bidding procedure as per the Terms & Conditions of the NIT following clause 28 of Volume-I of this NIT: shall be followed as under:

- (i) "On Line Reverse Auction/Bidding" shall be conducted by the Employer between the Bidders, who are found eligible for participating in the Reverse Auction/Bidding by the Employer, following the procedure as mentioned in this NIT.
- (ii) After publishing the Reverse Auction /Bidding by the Employer in the e-tender portal, the eligible bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) can able to view the "Opening Price" i.e. the base price/ start price for On Line Reverse Auction/Bidding, the Bid Decrement value, Maximum Seal percentage, Start time & end Time.
- (iii) During the On Line Reverse Auction/Bidding, Bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction / Bidding:
 - a) Auction Start Price/Opening Price.
 - b) Bid Decrement value/Price
 - c) Reverse Auction Start time & end time.
 - d) Best Bid in the Bidding (Current L1Price)



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- e) Bidders bid submitted date & time
- f) Extensions, if any

(iv) During the On Line Reverse Auction/Bidding, the above Bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) shall be permitted to place their Next Bid Price / Final Price Offer provided that his Bid Prices shall be less than a minimum bid decrement or in multiples of decremental value from the Last Bid Price received/displayed in the system up to above Max Seal %.

13.0 BID PRICES

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

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

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

13.4 PRICE BASIS

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

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

14.0 BID OPENING & BID EVALUATION:

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

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

In the event of the specified date for the opening of Bids being declared a holiday for the Employer, the Bids will be opened at the appointed time on the next working day.



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

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

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

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

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

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

PRICE BID EVALUATION

The method of evaluation is illustrated below:

Illustrative Method of Evaluation

Any Bidder (In INR)

1. Quoted Bid Price (after considering arithmetical errors, if any)
 - (i) Total Quoted Price as per Price Schedule No. – 1 in Sheet 1 of “Envelope3 (Excel Sheet) in Template Format” = N
 - (ii) Cost of withdrawal for Deviations as per Attachment – 4: Deviations (DULY COMPLETED WITH COST OF WITHDRAWAL) in Sheet-2 of “Envelope3 (Excel Sheet) in Template Format” = R
2. Evaluated Bid Price as per Attachment-5 in BoQ1 of “Envelope3 (Excel Sheet) in Template Format” = N+R



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

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

- (i) The Employer will then conduct online Reverse Auction/Bidding following the procedure as mentioned in this NIT, after two (2) hrs. from opening of “Envelop3 (Excel Sheet) in Template Format”, within the Techno-commercially accepted Bidders who’s Initial Price Offer have been opened by the Employer, after eliminating the H-1 Bidder. However, if the techno-commercially compliant bidders are less than five, then all Techno-commercially accepted Bidders who’s Initial Price Offer have been opened by the Employer will be allowed to participate in on-line Reverse Auction/Bidding.
- (ii) The Bidder that submits the lowest Final Price Offer at the conclusion of online Reverse Auction/Bidding process, i.e. the Closing Price, shall be termed as the “L1 Bidder”.
- (iii) The Employer will further process the tender for awarding following the evaluation criteria as mentioned in clause 24 of Volume-I of this NIT.

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

- 14.5 Note for Clause 14.0: (i) During Bid evaluation the Employer may, at its discretion, ask the Bidder for a clarification on its Bid. The request for clarification and the response there to shall be through e-mail only, and no change in the price or substance of the Bid shall be sought, offered or permitted.
- (ii) Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder to perform the contract at any stage during the entire Bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of the Employer.
 - (iii) In case where the business firm happens to have been banned / suspended by ‘any establishment of DVC’ / ‘Ministry of Power- Govt. of India’ / ‘Department of Power & Nonconventional Energy Sources- Govt. of West Bengal’ / ‘Department of Power & Nonconventional Energy Sources- Govt. of Jharkhand’ and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorised agent/ distributor/dealer/ affiliates shall not be considered for all establishments of DVC..”
 - (iv) In case performance of any Bidder in any of the previous Contract of the Employer during the last 2 years is found “Unsatisfactory”, the Employer reserve the right to considered the Bidder ineligible for participating in this tender and in such case no bidder/intending bidder shall have any claim arising out of such action.



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15.0 BID SECURITY (EMD)

15.1 Any Bid, not accompanied by an acceptable cost of tender documents in Envelope¹ shall be rejected by the Employer as being non-responsive and this Bid shall not be opened further.

15.2 The Bidder shall be suspended for 1(one) year and shall not be eligible to bid for DVC Tenders from date of issuance of suspension order, without any notice or proof of damage to the Owner, etc. as per GCC clause 4.A and Form No. 2 attached alongwith this tender document.

16.0 CONTACTING THE EMPLOYER & AWARD OF CONTRACT

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

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

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

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

18.0 LETTER OF AWARD

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

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

The Contractor shall indemnify and hold harmless the Employer 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.

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



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19.0 SIGNING THE CONTRACT AGREEMENT

On receipt of a LOA / LOI / WO/LOI-cum- Work Order for this contract, the concerned vendor must submit contract agreement (Format to be supplied by DVC) in non- judicial stamp paper of appropriate value duly filled in all respect to the order issuing authority/C&M Section for acceptance before commencement of works/Services as applicable and claiming mobilisation advance/advance amount if any, as per provisions of the contract.

The said agreement will be duly signed by both authorised representative of DVC and authorised representative of vender/ contractor/consultant.

20.0 PERFORMANCE SECURITY (SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE):

****No Security Deposit-cum-Performance Guarantee(SDPBG) is required for contract value upto Rs.10 Lacs and for contract value more than Rs. 10 Lacs SDPBG is required as follows: .**

1. Security Deposit may be given in the form of BG of 3% ordered value or 3% ordered value in Advance in the form of Bank Draft. OR
2. For any site packages/procurement upto Rs. 100 lacs /, security deposit may be recovered as Pro-rata deduction @ 3% from the running bill/submitted invoice. OR
3. Pro-rata deduction @ 3% is also allowed as SD for scheduled upward variation on account of variation of scope/quantity/price for any value of contract irrespective of instrument used for original SD.

For all other cases, the successful tenderer will have to deposit as security, for satisfactory execution of the order, and for guaranteed performance of the supplied items for an amount equivalent to 3% of the ordered value in the form of Bank Guarantee (as per DVC format) within 30 days from the date of issuance of Purchase Order, from any Nationalized/Scheduled Bank and it should have validity initially for twelve (12) months from the date of execution of BG plus six (06) months claim period thereafter. The BG should be extended suitably covering the entire warranty period plus six months claim period after dispatch of materials. If no option is exercised by the quotationer, security deposit clause will be imposed as deemed fit. No payment will be made unless Security Deposit clause, as applicable, is accepted.

No Security Deposit-cum-Performance Guarantee is required for contract value up to Rs.10 Lacs when 100% payment is released after full execution/completion/delivery of the contract. Security Deposit in the form of Bank Guarantee of 3% ordered value/3% ordered value in Advance Bank Draft in favour of Sr. Addl Chief Accounts Officer, DVC, CTPS payable at SBI, Chandrapura is acceptable up to contract value of 100 Lacs. For order value above Rs.100 Lacs, Security Deposit in the form of Bank Guarantee shall only be acceptable. ****Security deposit cum Performance Guarantee has been applicable to all participating vendors including MSE'S registered with MSME/NSIC.**

21.0 RISK PURCHASE CLAUSE:

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



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- i) After the expiry of the specified date of delivery/ completion period, a notice should be given to the vendor for delivering the material/ completion the work immediately.
- ii) If the Contractor/Vendor fails to deliver the material/ complete the work, a final risk and cost notice is to be served to the vendor by registered post with A/D/speed post, clearly indicating that if he fails to deliver the materials/ complete the work within specified period as per condition of contract after receipt of the letter, the same shall be outsourced/executed from other sources at the risk and cost of the vendor.
- iii) The existing order has to be closed and action to be initiated for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Vendor/Contractor should not be given an opportunity against fresh tender/enquiry.
- iv) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Vendor/Contractor.
- v) For the purpose of recovery of the amount, unpaid amount / security deposit/ SD by way of BG, provided by the vendor/contractor will be adjusted first, if there is any balance left to be recovered, the Vendor/Contractor should be informed to deposit the money at the earliest.
- vi) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure.
- vii) In case the amount is considerable, legal action may be considered by DVC.
- viii) Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency.

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

22.0 CONTRACT PERIOD:

Contract Period for completion of the facilities for subject work (including completion and submission of survey drawings, complete in all respect and accepted by DVC) as per the specification shall be 365 days from the date of issuance of LOA /WO (i.e, Zero Date).

23.0 Policy for withholding and Banning of Business Dealings

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



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

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

23.1.1 Conditions for Removal: Removal from the list of approved/known vendor/enlisted contractor may be ordered by the Employer, If a firm: -

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

23.1.2 Implications of Removal:

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

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

The Concerned Project Manager, on receiving complaints from concerned departments, shall pass appropriate Order for removal of the firm/contractor from the list of approved/known vendors/enlisted contractors after observing following procedure: -



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

23.1.4 Revocation:

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

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

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

- (i) If the firm is suspected to be of doubtful loyalty to India;



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

23.2.1 Procedure for Suspension of Business Dealings:

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

23.2.2 Suspension as prelude to Banning:

The Competent Authority may suspend business dealings with the firm/contractor as a prelude to banning after following the procedure as indicated in para 25.2.1. After issuance of order in respect of suspension, a copy of such order along with self contained note and all relevant documents shall be forwarded to the Chief Vigilance Officer, DVC for its observation within 15 days of issuance of suspension order prior to passing of appropriate order regarding banning of business dealings with the firm/contractor.

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

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



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23.3. Banning of Business Dealings:

Banning of business dealings with a firm/contractor irrespective of whether it is known/approved or otherwise may be ordered by the Senior Chief Engineer /Chief Engineer /CMM, DVC subject to observation of Vigilance as per above para 25.2.2.

23.3.1 Grounds for Banning of Business dealings:

- (i) If security considerations including question of loyalty to the state so warrant.
- (ii) If there is strong justification for believing that the proprietor or employee or representative of the firm/contractor has been guilty of malpractices such as Bribery, corruption, fraud, sub situation of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law etc.
- (iii) If the firm/contractor continuously refuses to return DVC dues without showing adequate cause and DVC are satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law.
- (iv) If the firm/contractor employs a government servant / DVC Officer, dismissed, removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt DVC Officers
- (v) Formation of price cartels with other suppliers/contractors/transporters with a view to artificially hiking the prices.
- (vi) Continuous failure to execute the job as per terms of the contract (thrice).
- (vii) If the firm/contractor misuses the premises or facilities of the DVC, forcefully occupies or damages the DVC's property including land, water resources, forests/trees or tampers with documents/records etc.

23.3.2 Procedure for Banning of Business Dealings:

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

- (i) A Show Cause Notice will be issued by the TAA indicating clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations.
- (ii) The firm/contractors may be given a period of 30 days to submit their representation if any, against the Show Cause Notice.



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- (i) Thereafter, the appropriate orders for Banning of business dealings with the firm/contractor may be taken only after perusing the representation of the firm/contractor, if any, received in reply to Show Cause Notice incorporating the reasons for taking such action.
- (iv) In case no reply to show cause notice is received within stipulated time, appropriate speaking order for suspension of the firm/contractor shall be passed ex-parte.
- (v) The orders must specifically mention the fact that the reply to the show cause Notice, if any, has been considered by the said authority. The ex-parte order shall contain the fact that the reply to show cause notice has not been received within stipulated time.
- (vi) Once the proposal for issuance of Notice of default is approved by the TAA, a "Notice of Default" duly vetted by legal Deptt shall be issued by the TAA himself or by a person authorised for the said purpose to the Agency giving them a period of 30 (thirty) days to remedy the default.

In cases where investigation has been carried out by Vigilance Department or CBI etc. the Notice of default will also be vetted by vigilance department before issuance.

If Agency fails to remedy or take adequate steps to remedy the default to the satisfaction of DVC within the Notice period mentioned above, the business dealings shall be withheld with the Agency after approval of the TAA. The order of such withholding of business dealings shall be communicated to the Agency (after vetting by legal deptt.) by the TAA himself or by a person authorized for the said purpose.

(vii) The entire process of banning be completed within 45 days from the date of show cause notice.

(viii) Where TAA is Board or Chairman approval from concerned Member to be obtained.

23.3.3 Banning order shall specify:

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

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



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

23.3.5 No new contract of any kind whatsoever shall be placed with a banned firm/ contractor including its affiliates banned 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.

However, for the case of existing Contracts, DVC is entitled to terminate / short close the similar type of Contract(s) under execution, if the same Contractor is banned by DVC. In such cases the approval for termination/short closure of the such existing Contracts to be obtained as per delegation of financial power, on receipt of recommendation with proper justification from the user Section alongwith consent from concerned Executive Director of user section.

Particular care should also be taken to see that the same firm/contractor does not appear under a different name to transact business with DVC.

Even in cases of risk purchase, no contract should be placed on a banned firm/ contractor.

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

23.3.6 Revocation



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

23.4. Effect of Banning

The business firm / authorised agent/ distributor/dealer/ affiliates, after issue of order of banning of business dealings and till the ban / suspension is in force, would not be allowed to participate in any future tender enquiry and if the business firm / authorised agent/ distributor/dealer/ affiliates has already participated in any tender process and the price bids are not opened, his techno-commercial bid will be rejected and his price bid will not be opened/returned unopened.

However, in case an agency is put on banning list after opening the price bid, the bid submitted by the agency shall not be considered any further, even if the agency is lowest (L1). BG/EMD submitted by the agency shall be returned to the Agency. The tender shall be re-floated, only in case the agency became L1.

23.5. Appeal against Banning Order

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

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

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

24.0 Preference to Make In India - regarding

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, are hereby issued:

24.1.0 Definitions:

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



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- b) 'Class-I Local supplier' means a supplier or service provider whose goods, service or works offered for procurement meets the minimum local content as prescribed for Class-I Local supplier.
- c) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) 'Nodal Ministry' means the Ministry or Department identified in respect of a particular item of goods or services or works
- e) Fraud Prevention Policy – shall mean the policy related to prevention of fraud displayed on DVC tender

24.2.0 Minimum local content

The minimum local content shall be 50% for 'Class-I local supplier'.

24.3.0 Verification of Local Content:

The Bidder shall be required to provide, in Form No. 14 self-certification / declaration that the Item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

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

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

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

24.6.0 Local Sourcing

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

25.0 Any 'Bidder (including its Collaborator/Associate/ 'DJU Partner' / 'JV partner' / 'Consortium Member' /Assignee, wherever applicable following the Qualifying Requirement of this Tender)", "sub-contracting works to any contractors" and "procurement of goods by the bidder directly/indirectly from the vendors" from a country which shares a land border with India', as



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specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Department of Expenditure, Public Procurement Division, MOF vide F.No.6/18/2019-PPD dated 23/07/2020 (Public Procurement No.1 & Public Procurement No.2) and dated 24/07/2020 (Public Procurement No.3) and its subsequent revisions/amendments (if any) issued by MoF, GOI or, by MoP, GOI time to time. However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

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

26.0 GENERAL CONDITIONS OF CONTRACT (GCC):

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

27.0 SPECIAL CONDITIONS OF CONTRACT (SCC):

A. Definition : Add the following definitions in GCC clause No.1
"Day" means calendar day of the Gregorian Calendar.

"Month" means calendar month of the Gregorian Calendar.

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

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

"Project Coordinator" means the person appointed by the Employer to perform the duties delegated by the Employer and will arrange to provide all inputs to the Contractor.

"Contractor's Representative" means any person nominated by the Contractor to perform the duties delegated by the Contractor and will arrange to provide all deliverables to the Employer.



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TIA: Shall means the Employer(DVC)

- B. Specification: shall be as per VOL –II & Drawings (DRG) of this NIT documents.
- C. Price Basis (Reference Clause no. 3 of optional terms & conditions of GCC): shall be as per clause No. 13.4 of VOL-I of this NIT documents.
- D. Period of validity of Bid (Reference Clause no. 2 of optional terms & conditions of GCC): shall be as per clause No. 10.0 of VOL-I of this NIT documents.
- E. Taxes, Levies and Duties (Reference Clause no. 4 of optional terms & conditions of GCC): shall be as per clause No. 13.4 of VOL-I of this NIT documents.
- F. All payment to the Contractor will be released through RTGS/NEFT only.
- G. Optional Terms & Conditions: Are included as GCC
- H. Guarantee / Warranty / Defect Liability Period (Reference clause no. 27.0 of GCC): Not applicable for this NIT.
- I. Terms of Payment (Reference Clause no. 10 of GCC): shall be as per Appendix-1 to the Form of Contract Agreement (Form No. 5 of VOL-I) of this NIT.
- J. Inspection/Checking/Testing: (Reference GCC Clause 07):
Inspection/Checking/Testing shall be as per the Technical Specification (Volume-II of this NIT).
- K. ADDITIONS / ALTERATIONS / MODIFICATIONS (Reference Clause no. 10 of GCC): shall be as per Clause no. 23 of optional terms & conditions of GCC.
- M. INSURANCE (Reference Clause no. 9 of GCC): The Contractor shall at his own expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the necessary insurance Policies till successful completion of the facilities for subject work. Upon grant of extension of time for completion by the Employer, the contractor shall promptly extend the insurance policies for the period of such extension.
- N. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS (Reference Clause no. 13 of GCC):

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

In case of delay in total Completion period of sixty (60) days, for the reasons attributable to the contractor, DVC reserves the right to recover from the contractor, a sum equivalent to 0.5% of the value of the delayed work for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD).



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

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

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

In the event of recourse to above alternatives, DVC will have the right to re-purchase/ outsource the stores/works & service, to meet urgency in requirement caused by Contractor’s failure to comply with the completion of the work, irrespective of the fact whether the materials/works/service are similar or not.

O. Security Deposit cum Performance Bank Guarantee (Reference Clause no. 14 of GCC): As per clause no. 20 of the NIT.

P. CLARIFICATIONS ON BID DOCUMENTS (Reference Clause no. 5 of optional terms & conditions of GCC): Shall be as per clause 8.0 of VOL-I of this NIT documents.

Q. AMENDMENT OF BIDDING DOCUMENTS (Reference Clause no. 6 of optional terms & conditions of GCC): Shall be as per clause 9.0 of VOL-I of this NIT documents.

R. PRICE BID EVALUATION PROCEDURE (Reference Clause no. 7 of optional terms & conditions of GCC): Shall be as clause 14.0 of VOL-I of this NIT documents.

S. MOBILIZATION ADVANCE/ADVANCE/OTHER ADVANCE (Reference Clause no. 8 & 9 of optional terms & conditions of GCC): Not considered for this NIT. Terms of payment shall be as per Appendix-1 to the Form of Contract Agreement (Form No. 5 of VOL-I) of this NIT.

T. ELIGIBILITY CRITERIA OF JOINT VENTURE/ASSOCIATES IN TURNKEY CONTRACT (Reference Clause no. 13 of optional terms & conditions of GCC): Not applicable for this NIT.

U. SELECTION OF SUB VENDORS FOR TURNKEY CONTRACTS/PACKAGES (Reference Clause no. 14 of optional terms & conditions of GCC): Not applicable for this NIT.

V. The contractor shall arrange all necessary resources viz. men, material, instruments, tools & tackles, surveyors etc. necessary for successful execution of the work specified in the contract including arrangement of transportation etc.

W. **Validity Period:** The contract shall be valid for a period of 365 days from the date of placement of work order.



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X. **Completion period:** The work completion period shall be as follows from the date of written intimation to the contractor to take up the survey work at specified site including submission of report to DVC as per the terms of the contract.

- A) For upto 10 acres for Sl. No. 1 of the scope of work - 20 days
- B) For Above 10 acre and upto 30 Acres for Sl. No. 1 of the scope of work- 25 Days
- C) For Above 10 acre and upto 30 Acres for Sl. No. 1 of the scope of work - 35 Days
- D) For upto 10 acres for Sl. No. 2 of the scope of work -25 days
- E) For Above 10 acre and upto 30 Acres for Sl. No. 2 of the scope of work - 35 Days
- F) For Above 10 acre and upto 30 Acres for Sl. No. 2 of the scope of work - 45 Days

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

28.1 Definition of Key Terms – Reverse Auction/Bidding:

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

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

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

Client: Client is DVC.

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

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



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

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

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

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

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

28.2 Reverse Auction/Bidding Extension Time:

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



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- f. In case, the online Reverse Auction / Bidding is inconclusive on account of system malfunctioning or break in internet connectivity at DVC's end, Reverse Auction / Bidding shall be re conducted by DVC on the same day, or some other day.
- g. If the Bidder make any mistake in submission in Reverse Auction / Bidding, DVC shall not be responsible for the same and no request shall be entertained for the mistake committed by the Bidder. DVC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

28.3 Post Reverse Auction/Bidding Procedure:

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

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

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

- 1) The philosophy followed for Reverse Auction / Bidding shall be English Reverse (No ties).
- 2) There will not be any public opening of Reverse Auction / Bidding.
- 3) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc. before start of the online Reverse Auction / Bidding.
- 4) At no point of time will any Bidder can see names of the other Bidders.
- 5) Upon receipt of the system report after completion of the Online Reverse Auction / Bidding, Closing Price will be considered for further processing. DVC's decision on award of contract shall be final and binding on all the Bidders.
- 6) DVC reserves the right to cancel/reschedule/extend the Reverse Auction / Bidding process/tender at any time, before ordering, without assigning any reason.
- 7) DVC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of DVC shall be binding on the Bidders.
- 8) Other terms and conditions shall be as per Bidder's Techno-Commercial Proposals and as per DVC's Tender documents and other correspondences, if any, till date.



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- 9) Bidders shall ensure online submission of their 'Bid Price' for Reverse Auction / Bidding Period within the online Reverse Auction / Bidding Period.
- 10) DVC/DVC's authorized service Provider will provide all necessary training and assistance before commencement of Reverse Auction / Bidding, if asked by any Bidder before the date of opening of Envelope3(Excel Sheet)-Price Bid. DVC/DVC's authorized service Provider shall also explain the Bidders, all the rules related to the Reverse Auction / Bidding Rules to be adopted along with Reverse Auction / Bidding Manual.
- 11) Business rules for Reverse Auction / Bidding like event date, time, Bid decrement, extension etc. shall be as per the rules, enumerated above, for compliance.
- 12) Bidders should acquaint themselves of the 'Business Rules of Reverse Auction / Bidding' stipulated at above.
- 13) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, action as per extant DVC guidelines, shall be initiated by DVC.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
- 15) Period of validity of Prices received through Reverse Auction / Bidding shall be same as that of the period of validity of Bids offered.
- 16) Bidders may note that, although extension time is 'X' minutes, there is a time lag between the actual placing the Bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last minute hosting of the Price Bid.
- 17) Participating Bidder will agree to non-disclosure of trade information regarding the purchase, identity of DVC, Bid process, Bid technology, Bid documentation and Bid details.
- 18) It is brought to the attention of the Bidders that the Bid event will lead to the final price only.
- 19) Order finalization and post order activities would be transacted directly between successful Bidder and DVC.
- 20) Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.
- 21) No queries shall be entertained while Reverse Auction / Bidding is in progress.



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- 22) DVC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.
- 23) Bidders may note that it may not be possible to extend any help, during Reverse Auction / Bidding, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.
- 24) For access to the Bidding site, the following URL is to be used: <https://etenders.gov.in/eprocure/app>. For user guidance please follow the manual which is there in the website.
- 25) Final rate of individual items of the L1 Bidder shall be calculated on the basis of final percentage (%) of reduction/ decrement during e-Reverse Auction / Bidding from the initial price offer as received from that L1 Bidder.

28.6 User Help:

- 1) Log on to <https://etenders.gov.in/eprocure/app>
- 2) Enter your Login ID & Password. Click on the link "Login".
- 3) You will reach your account Home Page, Click on the tab "Live auctions" on and then click to view the auction information against respective the tender ID no. & 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: nawajesh@gmail.com Contact No. 9831683690 & ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812)

29.0 CONTRACTORS PERFORMANCE EVALUATION

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



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

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



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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. Mashreqbank psc
46. Mizuho Corporate Bank Ltd.
46. Oman International Bank S A O G
47. Oriental Bank of Commerce
48. Punjab & Sind Bank
49. Punjab National Bank
50. Societe Generale
51. Sonali Bank
52. Standard Chartered Bank
53. State Bank of Mauritius Ltd.
54. SBI Commercial and International Bank Ltd.
55. State Bank of Bikaner and Jaipur
56. State Bank of Hyderabad
57. State Bank of India
58. State Bank of Indore
59. State Bank of Mysore
60. State Bank of Patiala
61. State Bank of Saurashtra



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62. State Bank of Travancore
63. Syndicate Bank
64. The Bank of Nova Scotia
65. The Bank of Tokyo-Mitsubishi, Ltd.
66. The Development Bank of Singapore Ltd. (DBS Bank Ltd.)
67. The Hongkong & Shanghai Banking Corporation Ltd.
68. Tamilnad Mercantile Bank Ltd.
69. The Bank of Rajasthan Limited 71. The Dhanalakshmi Bank Limited.
72. The Federal Bank Ltd.
73. The HDFC Bank Ltd.
74. The Jammu & Kashmir Bank Ltd.
75. The Nainital Bank Ltd.
76. The Sangli Bank Ltd.
77. The South Indian Bank Ltd.
78. The Ratnakar Bank Ltd.
79. The Royal Bank of Scotland N.V.
80. The Lakshmi Vilas Bank Ltd
81. UCO Bank
82. Union Bank of India
83. United Bank Of India
84. Vijaya Bank
85. Yes Bank



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FORM NO 1. LETTER OF BID

To,
The

Sub:.....,

Ref: NIT No: &

Dear Sirs,

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

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

OR

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

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

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

Yours faithfully,

(Signature of Bidder,

OR, Authorized person of bidder,

OR, DSC Holder bidding online with authorization from bidder)

1. Name of Authorized Signatory

2. Type of Authorization



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3. Name of the Bidder
4. Address
5. E-Mail Address
6. Mobile Number
7. FAX Number
8. Telephone Number
9. Place
10. Date



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FORM NO 3. POWER OF ATTORNEY

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

TO WHOM IT MAY CONCERN

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

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

Thanking you

Yours faithfully

.....

<Signature of the Attesting Authority of the Company>

Signature of <Name of DSC Holder> of M/s <Name of participating Firm / Company> Attested by
<Name of Attesting Authority>

.....

.....

Stamp

Notarized by



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.....
.....

Stamp

Form No 4 : PROFORMA FOR AFFIDAVIT TO BE SUBMITTED

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

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

A F F I D A V I T

I/We, -----, authorized representative of M/s.

.....

.....

solemnly

declare that:

1. I/We am/are submitting tender for supply / works / services of against NIT no. dated vide Bid ID
2. All declaration furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. I/We and or Our affiliates is / are not banned / suspended by '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 or 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' 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.



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

OR

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

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

Signature of the Tenderer Dated:

Signature and Seal of Notary

FORM NO 5. Form for Acceptance of On Line Reverse Auction / Bidding

(To be submitted on Bidder's Letter Head)

We, _____(Supplier Name) having registered office at,

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

Name & Designation:

e-mail ID:

Contact Phone Nos:

Address:

(Signature & Seal)

Place:

Date:



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FORM NO 6. DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT (To
be submitted on Bidder's Letter Head)

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

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



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Date: (Authorised Signatory)

Place: (Printed Name)
(Designation)

..... (Name)

Address..... (Company Seal)

Bank Certification:

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

Date: (Authorised Signatory)

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

FORM NO. 7: FORM OF CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made on the day of20....

BETWEEN

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

and

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

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

NOW IT IS HEREBY AGREED as follows:

Article 1: - Contract Documents:

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



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

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

1.3 Definitions: Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract /NIT/Special Conditions of Contract.
Article 2: - Contract Price and Terms of Payment:

- 2.1 Contract Price: The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be [amount in in words and figures], or such other sums as may be determined in accordance with the terms and conditions of the Contract.
- 2.2 Terms of Payment: The terms and procedures of payment according to which the Employer will pay/reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

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

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

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



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of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

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

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

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of

CONTRACT AGREEMENT dated

the.....day of....., 20_



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BETWEEN

["the Employer"] and

["the Contractor"]

APPENDICES

Appendix 1 Terms and Procedures of Payment

APPENDIX – 1

TERMS AND PROCEDURES OF PAYMENT

(I) TERMS OF PAYMENT:

1. Payment under this Contract will be made on Acceptance of Letter of Award (LOA) and Signing of the Contract Agreement.
2. (i) 90 % of the Contract Price component against RA bills on fulfilling the above clause 1. and on certification by the Project Manager for the quantum of works completed (Measurements shall be taken on the basis of actual area of surveying done).
(ii) Last 10% of the total Contract price shall be released after successful completion of the works as per the scope of the Contract.



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D. Payment Terms for applicable GST.

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

(II) PAYMENT PROCEDURES

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

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

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

FORM NO. 8: FORM OF COMPLETION CERTIFICATE

Date:

IFB No:

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to the Conditions of the Contracts entered into between yourselves and the Employer dated [date], relating to the [brief description of the jobs], we hereby notify you that the job was complete on the date specified below, and that, in accordance with the terms of the Contracts,



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the Employer hereby takes over the said Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities: [description]
2. Date of Completion: [date]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contracts nor of your obligations during the Defect Liability Period. Very truly yours,

Title
(Project Manager)

FORM NO. 9: Format for Contractor's Performance Evaluation

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

Sl. No.	Description	Max Marks	Marks Obtained
---------	-------------	-----------	----------------



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A			
1	Quality, Nos. and Workmanship in Work: Maximum 45 Marks Quality of manpower deployed (As per the terms & condition of contract, NIT, including literacy, etc., if any) a. Skilled category (Either ITI holder, HP welders, Fitters, Gang head of erection team and /or selected by the Project Manager as per the experience and TEST conducted). b. Unskilled category (Stress on literacy level, experience and safety consciousness). c. Trained & Experience Engineers/qualified supervisor (BE/Diploma holder and/or selected by Project Manager, knowledge/relevant experience) d. Deployment/development of highly skilled specialist technicians for critical jobs (as and when required).	05 05 05 05	
2	Strictly following quality guidelines, quality plan(QAP) and/or checklist for each job, given by the Project Manager	10	
3	a. Repetition of job due to bad workmanship including defect liability (frequency of occurrence and compliance for rectification) b. Improper use of DVC facilities (Example: Leaving junction boxes open after the job is over , keeping scrap, welding rod, cable & wire, etc.)	0 to (-) 15	
4	a. Maintaining cleanliness at workplace while working (use of working trays, container etc.) b. Proper handling of grease, oil etc. (proper container, no spillage and contamination etc.) c. Cleaning the workplace including removal of scrap after completion of the job, removal of debris, etc.	06	
5	Use of proper tools and tackles applicable for a particular job	05	
6	Training of contractor's manpower at DVC training center for at least 02 hours per fortnight.	04	
B			
Adhere to Time Schedule : Maximum 30 Marks			



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1	Availability of all tools and tackles (under the scope of contractor) without any time delay	05	
2	Mobilization of proper skilled and unskilled manpower without any time delay	05	
3	a. Completion of job/supply of materials within the time frame specified in the contract (wherever available)/ Project Milestone and Schedule. b. Advance Scheduling of jobs along with Project Manager before start of the job	10 05	
4	Mobilization time taken to start the job at the beginning of the contract after getting intimation from the Project Manager. Promptness to call/start.	05	
C	Adherence to Safety : Maximum 15 Marks		
1	100% Supply of PPE & Uniform as identified in contract for workers	05	
2	Follow health and safety plan whatever layout by safety deptt. time to time	02	
3	Special care while working at heights (use of proper sized platform/safety belts, nets, etc.)	02	
4	Proper handling of material (while lifting heavy material at height) (Example: Use of cage/basket, checking of winch, crane, wire rope, etc.)	02	
5	Periodic testing of lifting tools and tackles which are at the contractor's scope inspection of tools and tackles before start of work and during the execution of contract whenever required	02	
6	Participation in Safety Awareness of the workers and training given by DVC and safety related records	01	
7	Promptness and responsiveness during emergencies	01	
8	Non-compliance of safety & requirements (depends on reports issued for violation of safety)	0 to (-)4	
D	Responsiveness : Maximum 10 Marks		
1	Ability to respond positively for changes in scope, schedules, manpower, providing scope and space to other contractors.	02	
2	Availability of the contractor/site-in-charge with adequate authorization and powers for execution of job. Site-in-charge response on Mobile/phone	02	
3	Attending Telephone calls both land line and mobile for 24X7 hrs	02	
4	Attending daily/weekly/monthly or other meetings	01	
5	Deployment of adequate and appropriate manpower from time to time	01	



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

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

(Sign of Project Manager) (Sign of Authorized Representative of Contractor) Contractor's Performance Rating
(To be filled by Concerned Project Manager and HOD of DVC-site)

Sl. No.	Up to date Average Marks Obtained	Rating	Rating * Obtained
1	91 and above	Very Good	
2	81-90	Good	



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3	70-80	Satisfactory	
4	Below 70	Unsatisfactory	

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

Recommendation Remark (If any) :

Project Manager :

Signature

Name

Designation

Head of Deptt :

Signature

Name

Designation

NOTE :

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

(Sign of Authorized Representative of Contractor)



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Bidder's Name and Address :

To

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

- 1) We have read the contents of the Banning Policy of DVC attached with this BIDDING document and agree to abide by this Policy. Further, in terms of requirement under Banning Practices we hereby declare that in case we have been banned / suspended by 'any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Power & Nonconventional Energy Sources- Govt. of West Bengal' / 'Department of Power & Nonconventional Energy Sources- Govt. of Jharkhand' and the ban/suspension is still in force on the date of bid opening, the offer of us / our authorised agent / distributor / dealer / affiliates shall not be considered for all establishments of DVC.

- 2) We further declare that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, DVC shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Performance Bank Guarantee and/or, The Bidder shall be suspended for 1(one) year and shall not be eligible to bid for DVC tenders from date of issuance of suspension order.

Date : (Designation).....

Place : (Printed Name).....



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FORM NO. -11 : Declaration regarding Local content included in bid price

Bidder's Name and Address:

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

We hereby declared the followings: -

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

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

We undertake that a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) certifying the percentage of local content shall be submitted by us at Annexure-1 to this Attachment.

Further, we confirm the following:

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

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

(Signature).....

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

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



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FORM NO. -12 : CERTIFICATE TO BE SUBMITTED BY THE BIDDER w.r.t. Make in India Policies.

(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 or, by MoP, GOI time to time.
2. We further certify that we have not been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), MoC&I, GOI.

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

3. We certify that we have read the MoP, GOI's order vide no. No.11/05/2018-Coord. dated 28.07.2020 & 17.09.2020 and its subsequent revisions/amendments (if any) issued by MoP, GOI time to time with regards to "Procurement only from the 'Class-I Local Suppliers' for the items as mentioned in Annexure-I of the above order dated 17.09.2020" and "the items as mentioned in Annexure-II of the above order dated 28.07.2020, manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology" and "verification of self-declarations and/or, auditor's/ accountant's certificates on Local Content submitted by the manufacturer/ supplier randomly and in case of complaint by the committee constituted vide the above order. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee".

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

4. We certify that we have read the orders of Department of Expenditure, Public Procurement Division, MOF vide F.No.6/18/2019-PPD dated 23/07/2020 (Public Procurement No.1 & Public Procurement No.2) and dated 24/07/2020 (Public Procurement No.3) and its subsequent revisions/amendments issued by MoF, GOI or, by MoP, GOI time to time, regarding requirement



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of registration with the Committee of DPIIT, MoC&I, GOI for procurement from a bidder and/or, sub-contractor 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 and are eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be submitted by us].

5. 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 and are eligible to be considered.

Date:

Place:

(Authorised Signatory)

(Printed Name)

(Designation) -----

(Name) -----

Address-----

(Company Seal)



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VOLUME-II

1.0 GENERAL:

This scope of work covers the technical requirements for carrying out “Topographical Survey and Allied Works” for the entire area/areas as indicated above. The work shall be executed in accordance with the specification and good standard practice necessary to fulfil the objectives of the survey work strictly in accordance with the instruction and satisfaction of the Engineer-incharge.

2.0 SCOPE OF WORK:

The scope of work includes the following:

- Carrying out Topographical Survey and preparation of plans (maps) and report of the entire area/areas indicated for locating the power plant, colony, ash pond, raw water reservoir etc.
- Carrying out Bench Mark (GTS / any other reference bench mark approved by the Engineer-incharge) of site/sites under survey by parallel levelling, establishing and constructing bench mark, grid and reference pillars in the specified area.
- Spot level survey of the entire area/areas at specified intervals and development of contours.
- Carrying out cross-section of canal/nallah by taking spot levels at 5m interval or less depending upon the site conditions and instructions of the Engineer-in-charge.
- Clearance of jungles and cutting of trees / bushes, as and if required, to facilitate the survey work shall also form part of the contract. Necessary permission of concerned public / statutory bodies shall be secured by the owner. The contractor shall ensure that minimum amount of jungles is cleared and trees are properly cut under the direction of public / statutory bodies. The trees and jungles as cleared shall be stacked and handed over to the engineer-in-charge / owner. No extra payment is admissible under this account.
- Providing survey instruments, construction equipment, tools & plants, materials, labours, qualified surveyors, scaffoldings, transport, supervision by competent engineers/surveyors, testing of



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materials, full insurance and all other incidental items as may be necessary for successful completion of the surveying, mapping and construction works, as required etc.

- Furnishing all field data, Survey Report and drawings in soft copies apart from hard copies.

The bidder must visit the site prior to submitting his quotations to acquaint himself fully with the nature, type, scope of work and involvement therein. The rates quoted shall remain firm during the entire period of execution till completion of the work and any additional claim for lack of knowledge shall not be entertained.

3.0 SPECIFICATION:

- a) The work shall be executed according to the specification and good standard of practice necessary to fulfil the objectives of the survey work strictly in accordance with the instruction and satisfaction of the engineer-in-charge.
- b) The specification shall be read in conjunction with the description of items in the schedule of quantities. The bidder shall refer to the employer for any discrepancy which may exist between the specification and corresponding items of the schedule for clarification before submission of quotation and the employer's decision as to the clarity of the point raised shall be final and binding on the bidder.
- c) The work at site shall be carried out under the full time supervision by a qualified engineer or a senior surveyor. The engineer or senior surveyor shall be responsible for and capable of coordinating the work of the surveying teams, setting out the work accurately, identifying immediately and positively the type of instruments to be deployed and the methodology of surveying to achieve speed and accuracy in the work and shall be fully conversant with the theory and techniques of traversing, triangulation, spot levelling survey work etc covered by this contract.
- d) The contractor shall be responsible for the proper execution of the work to such lines and grades as specified in the specification, drawings or as directed by the engineer-in-charge from time to time.
- e) After arrival of any instruments to site, it shall not be moved out of the site by the contractor without the prior written permission and approval of the engineer-in-charge. In case the instruments are moved out of the site without the prior written permission and approval, the engineer-in-charge/owner reserves the right to deduct from the contractor's bill(s) the amount as considered reasonable and or to withhold the payments for the work done. The decision of the engineer-in-charge in this regard shall be final and binding on the contractor.

4.0 BENCH MARK:

Carrying out and setting up of bench mark & reference pillars:



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- a) The contractor shall carry out bench mark by fly-levelling from the nearest GTS bench mark or available source, as approved by the engineer-in-charge, and establish the same on a permanent bench mark to be constructed at different location in the colony, main plant and ash pond area, as per the instructions of the engineer-in-charge. All subsequent transfer of levels shall be carried out with respect to this bench mark.
- b) The work shall also include constructing permanent reference pillars at suitable locations as approved by the engineer-in-charge.
- c) These reference pillars shall be labelled permanently with their respective co-ordinates and reduced levels for future use. The bench mark and reference pillars shall be shown on the survey drawings.
- d) The fly levelling should be carried out using good quality levelling instruments. The levelling instruments should always be kept free of collimation error which should be checked and adjusted before start of the work every day. A record of adjustments should be kept in the field book.
- e) While carrying bench mark to the project site, levels shall be established on the permanent objects like culverts, etc. at least on one object in every 500m along the route with adequate description about the objects, or as decided by the Engineer-in-charge. The levels are to be mentioned in the level book/survey report to facilitate locating these objects later on. The route for transferring levels shall follow the existing roads as far as possible and this route shall require the approval of the engineer-in-charge before the commencement of work.

5.0 TOPOGRAPHICAL SURVEY & MAPPING:

- a) Positions in plan & elevation of all natural and artificial features of the area like waterways, canals, railway tracks, green belt, trees/bushes with proper size, cultivation, houses/any structure, all structures and buildings of the power plant, main power house, boiler area, CHP area, water package area, chimney, cooling tower area, switchyard area, ash pond, ash dyke, different pipelines, colony quarters, water tanks, roads, berms, fences, boundary walls, culverts and crossings, other permanent objects like telephone posts, transformers, transmission lines along with its voltage level, tower structures etc. are to be established and subsequently be shown on survey maps by means of conventional symbols (preferably symbols of Survey of India maps).
- b) All earth deposits, depressions, hills and valleys within the area/areas are to be surveyed and plotted on maps by contours. Necessary levelling work of the entire area/ areas are to be surveyed and plotted on maps by establishing horizontal location so that location and sketching of contours for the area/ areas can be done at specified intervals and in specified scales on maps. In case of steep slopes and dense jungle etc. where grading is not possible, the method of survey, contour intervals etc. shall be decided by the engineer-in-charge at site. Any unusual condition or formations on the ground, location of rock outcrops and springs/falls etc. shall also be noted and plotted on the maps.



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- c) Detailed route survey of intake railway line connecting with the outside main BG railway line and entire length of the same in DVC plant area.
- d) The field work shall be done with total station equipment or any other sophisticated or advanced equipment, as to be decided by the surveying agency.
- e) The grids for the Survey work shall be established as N-S and E-W direction corresponding to True North as directed by Engineer-in-Charge. Total DVC land shall be shown with coordinate.
- f) Edge of Damodar river along the property line of DVC shall be shown properly with distance from property line to river edge at an interval of 10M.

6.0 TRAVERSING:

- a) Triangulation or traversing or a combination of both shall be adopted for the purpose of establishing horizontal control and in order to determine the exact relationship between various existing points on the ground so that surveys required under the present scope of work and in future may be co-related and tied together.
- b) Total station instruments / DGPS / any other advance technology should be deployed to achieve the specified accuracy of the work. Proper precautions for avoiding graduation errors, instrumental and personal errors should be scrupulously observed.
- c) From main traverse/triangulation station, subsidiary stations shall be established at suitable interval to cover the entire area. Level of these stations shall be based on the bench mark established in the survey area. All major details shall be surveyed by total station equipment / DGPS etc. by occupying the main & subsidiary stations. Further classification of details if necessary shall be carried out by plane table method or any other suitable method.

7.0 CONTOURING:

- a) Contractor shall carry out spot level surveying at an interval of 25m or less for contouring the area/areas. Levels shall also be taken on all traverse stations and on salient points located at random over the area (ground points). Besides, contours are to be interpolated at 0.5m intervals after the above points are plotted. The contours shall not be just interpolated but properly surveyed on the ground so that features falling between the two successive levels are also picked up. Sufficient points properly distributed over the entire area shall be located and levels taken so that accurate contouring can be done. At places of sharp curvature or abrupt change in direction and elevation, points selected shall be close to each other. Salient points on ridge lines and valley lines shall also be measured.
- b) Cross-section of canal/nallah if any shall be prepared by taking spot levels at 5m interval or less depending upon the site conditions and instructions of the engineer-in-charge. For contouring within reservoirs/ponds sounding technique shall be adopted.



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- c) Levelling operation shall always start from main/subsidiary stations whose levels are based on the bench mark established in the survey area and end on the same.

8.0 SURVEY MAPS:

- a) The contractor shall submit survey maps of the site in true scale format indicating grid lines and contour lines, demarcating all permanent features like roads, railways, waterways, buildings, power lines, natural streams, trees etc. Project area should have two originals,
- showing spot levels and contours (0.5m interval) with grid lines but without permanent features and
 - other with grid lines, contour lines and permanent features.
- b) All the maps should be prepared in digitised forms using Inkjet/Pen plotter and standard computer software like AutoCAD on standard A-0 size paper.
- c) The contractor shall submit three copies of all the maps for review and approval of the engineer-in-charge. After approval, 6(six) prints of all the final maps alongwith a set of the originals in hard copy & soft copy should be handed over indicating index of drawings.

9.0 FIELD DATA & REPORT:

- a) Contractor shall submit all data pertaining to the survey in original to the engineer-in-charge.
- b) All field data shall be submitted to the engineer-in-charge from time to time as per progress of the work.
- c) Three copies of draft report shall be submitted on the completion of the field work for review and approval of the engineer-in-charge. The report should give the introduction of the site, methodology adopted for surveying the areas, calculation of errors, transfer of bench mark and any other calculation required for surveying and preparation of the survey maps.
- d) Details of trees with their name, numbers and girths shall also form part of the survey report.
- e) The survey report should also cover general site observation such as location of access roads, river and nallah courses, irrigation canals etc, and shall also indicate existing drainage pattern of the site, possibility of water logging and high flood level of the area.
- f) Final survey report shall be submitted in 6 copies of standard A4 size sheets properly bound and printed using good quality paper and material.

10.0 INSPECTION:

The contractor shall make all arrangements of men, material, instruments, surveyors, necessary records and field data etc at the work site for checking of the work to the satisfaction of the engineer-in-charge or his authorised representative during the progress and on successful completion of the work. The contractor shall intimate well in advance before



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final decamping from work site so that the final work can be inspected by the engineer-in-charge. This will form a part of acceptance of the work for release of payments.

- 11.0 Measurements shall be taken on the basis of actual area of surveying done and payment shall be made as per the terms of payment mentioned in the Contract.

The Scope includes mobilising necessary instruments, materials, tools, equipment, labour etc. normally required for detailed topographical survey work. All travel boarding lodging and for the survey work and incidentals and any other expenses shall be included in the price. The unit rates shall be inclusive of all such work / tools etc. requirements to complete the job. Nothing extra on any account shall be admissible for payment.