



DAMODAR VALLEY CORPORATION

दामोदर घाटी निगम

(ESTABLISHED BY THE ACT XIV OF 1948)

DVC, HEAD QUARTER

DVC Towers, V.I.P. Road, Kol-54

डीवीसी टावर्स, वी.आई.पी. रोड, कोलकाता - ७०००५४

Website: <http://www.dvc.gov.in>

FAX : (033) 2355-2936

Phone : (033) 2355-2936

NOTICE INVITING TENDER

Tender No. DVC/Tender/Head Quarter/HRD/CMM/Works and Service/00044 Dated 28/02/2025

Due on 06/03/2025 (upto 1330 Hrs.)

Date of Opening 07/03/2025 at 1400 Hrs.

To
1. ENERGY EFFICIENCY SERVICES LIMITED
EESL, NFL Building, 5th & 6th Floor, Core - III, Scope Complex, Lodhi Road, New Delhi - 110003,
New Delhi, Pincode: 110003

Sealed tenders in duplicate for Single Stage-One Envelope One part tendering are invited by CMM, Kolkata, Damodar Valley Corporation, for **Supply, erection/installation and commissioning of solar streetlights (410 nos.) with remote monitoring system, in villages under CSR at various field formations of DVC for the under mentioned job as per description of work, scope of work, terms and conditions as detail below.**

Sealed Envelope containing tenders duly filled in should invariably be superscribed with Tender No. DVC/Tender/Head Quarter/HRD/CMM/Works and Service/00044 Dated 28/02/2025 for Supply, erection/installation and commissioning of solar streetlights (410 nos.) with remote monitoring system, in villages under CSR at various field formations of DVC due on 06/03/2025.

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

Tenders, will be received by the office of the CHIEF MATERIALS MANAGER, DVC, HEAD QUARTER upto 1330 Hrs. on 06/03/2025 and the same will be opened in presence of representative of participating vendors on 07/03/2025 at 1400 Hrs. If the Opening day is declared a holiday by DVC/any unforeseen situation arrives (local Strike/Bandh etc.), then these activities will be taken up on the next working day at the same time schedule. Tenders received in the office of the CHIEF MATERIALS MANAGER after scheduled time and date fixed for the purpose will not be considered at all and DVC authorities will not take any responsibility to accept any tender which are received in his office late due to postal delay. When tenders are intended to be submitted to the tender inviting authority by messenger/courier/speed post, these should be submitted to the designated officer and thereafter it is to be kept in the designated place in the office of the tender inviting authority. The names and designation of at least two officers specially assigned for this purpose are :-

SR. NO	NAME	DESIGNATION	ADDRESS	EMAIL-ID
1.	Ravi Kumar	SENIOR MANAGER- CMM	DVC, HEAD QUARTER	ravikumar@dvc.gov.in

SR. NO	NAME	DESIGNATION	ADDRESS	EMAIL-ID
2.	SANTOSH KUMAR	SDE-CMM	DVC,HEAD QUARTER	santosh.kumar@dvc.gov.in

Nobody in the office of the CHIEF MATERIALS MANAGER other than those mentioned here is authorised to receive any tender delivered by hand.

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

WORK DETAILS

Sr. No.	Task Code	Description of Work	Frequency/ Quantity	UOM	Completion Period (In days)
1	DVC/CSR/Solar Street Light	Installation of Solar Street Lights in Villages under CSR	410.0000	PER SET	270

SCOPE OF WORK

1. Solar PV Module: Supply, Installation of MNRE approved solar panel monocrystalline with the 150 Watt Solar PV module with suitable mounting arrangement.
2. Light- Controller- Storage System: SITC of 24W Solar LED Street Light system with built-in charge controller and Remote monitoring system with 12.8V 60Ah LiFePO4 Battery with 48 hours autonomy.
3. Mounting Pole with Foundation: SITC of 5 m GI pole 1 set (including arms, clamps and nut-bolts) including foundation accessories. A corrosion resistant metallic frame structure must be fixed on the pole to hold the SPV module. The frame structure must have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that the module can be oriented at the specified tilt angle.
RCC foundation with 600-700 mm depth and 160-200 mm dia circular RCC foundation. All kind of civil or earth work for installation of mounting pole within the scope.
4. Fixing and installation arrangement: Supply 5 mts. 2.5 sq.mm 2 core cable and making connection of the equipment with bolts, nuts, washer, cable lugs etc.
5. Sign board: Each pole shall have a sign board mentioning the name of Project, DVC Logo, CSR DVC, FY-etc.
6. 5 years onsite warranty, Freight, Insurance, Installation, testing and commissioning, transportation charges and sim card charges for 5 years.

7. QUALITY AND WARRANTY

1. The street lighting system (including the battery) will be warranted for a period of five years from the date of supply.
2. The PV module(s) will be warranted as per the standard warranty obligation of MNRE approved PV module.

8. PV MODULE

1. The PV module should have monocrystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II / BIS 14286 from an NABL or IECQ accredited Laboratory.
2. The power output of the module should be a minimum of 150Wp.
3. The module efficiency should not be less than 17 %.
4. The terminal box on the module should have a provision for opening it for replacing the cable, if required.
5. There should be a Name Plate fixed inside the module which will give:
 - a. Name of the Manufacturer or Distinctive Logo.
 - b. Model Number
 - c. Serial Number
 - d. Year of manufacture
6. A distinctive serial number starting with NSM will be engraved on the frame of the module or screen printed on the tedlar sheet of the module.

9. BATTERY

1. Minimum 12.8V, 60 AH capacity Lithium Ferro Phosphate Battery.
2. Battery pack should have proper Battery management System, (BMS) for cell balancing, over charge and over temperature protection.
3. Battery should conform to the latest BIS/ International standards.

10. ELECTRONICS

1. The total electronic efficiency should be at least 90 %.
2. Charge controller should be MPPT Type.
3. Electronics should operate at an appropriate voltage suitable for proper charging of the battery.
4. No Load current consumption should be less than 20 mA.
5. The PV module itself should be used to sense the ambient light level for switching ON and OFF the lamp.
6. The PCB containing the electronics should be capable of solder free installation and replacement.

7. Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.

11. ELECTRONIC PROTECTIONS

1. Adequate protection is to be incorporated under 'No Load' conditions e.g. when the lamp is removed and the system is switched 'ON'.
2. The system should have protection against battery overcharge and deep discharge conditions.
3. The System should have protection against short circuit conditions.
4. Protection for reverse flow of current through the PV module(s) should be provided.
5. Adequate protection should be provided against battery reverse polarity.
6. Load reconnect should be provided at 80% of the battery capacity status.

12. MECHANICAL COMPONENTS

1. A corrosion resistant metallic frame structure should be fixed on the pole to hold the SPV module.
2. The frame structure should have provision so that the module can be oriented at the suitable tilt angle.
3. Copper wires shall be used.
4. Pole should be Hot dip galvanized pipe as per IS1161 & IS4736 i.e. Class B.
5. Length of pole shall be minimum 5 Mtr. Embedded part of the pole in the ground shall be sufficiently strengthened with PCC.
6. The pole should have the provision to hold the luminaire.
7. The battery shall be either included in the luminaire enclosure, which should be water proof (IP 65) and corrosion resistant or outside the luminaire enclosure in a vented, acid proof and corrosion resistant, hot dip galvanized metallic box (IP 65) with anti-theft locking arrangement for outdoor use.

13. INDICATORS

1. The system should have two indicators, green and red.
2. The green indicator should indicate the charging under progress and should glow only when the charging is taking place. It should stop glowing when the battery is fully charged.
3. Red indicator should indicate the battery 'Load Cut Off' condition.

14. SIGN BOARD

Each pole shall have a sign board mentioning the following details:
Courtesy 'Name of Project- CSR DVC, FY', etc.

15. QUALITY AND WARRANTY

1. The street lighting system (including the battery) will be warranted for a period of five years from the date of supply.
2. The PV module(s) will be warranted as per the standard warranty obligation of MNRE approved PV module.
3. The Warranty Card to be supplied with the system must contain the details of the system.

16. OPERATION AND MAINTENANCE MANUAL

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Street Lighting System. The following minimum details must be provided in the Manual:

- 'Basic principles of Photovoltaics.
- 'A small write-up (with a block diagram) on Solar Street Lighting System - its components, PV module, battery, electronics and luminaire and expected

performance.

- 'Type, Model number, Voltage & capacity of the battery, used in the system.

- 'The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of W-LEDs used in the lighting system.

- 'About Charging and Significance of indicators.

- 'Clear instructions about erection of pole and mounting of PV module (s) and lamp housing assembly on the pole.

- ¿ Clear instructions on regular maintenance and troubleshooting of the Solar Street Lighting System.
- ¿ DO's and DONT's.
- ¿ Name and address of the contact person for repair and maintenance, in case of non-functionality of the solar street lighting system.

17. Sl. No.

(1) Product (2) Indian Standard Number (3) Title of Indian Standard (4)

1. Crystalline Silicon Terrestrial Photovoltaic (PV) modules

(Si wafer based) IS 14286 Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification And Type Approval

2. Thin Film Terrestrial Photovoltaic (PV)

Modules (a-Si, CIGS and CdTe) IS 16077 Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval

3. PV Module (Si wafer and Thin film) IS/ IEC 61730
(Part 1)

IS/ IEC 61730

(Part 2) Photovoltaic (PV) Module

Safety Qualification Part 1 Requirements for Construction

Photovoltaic (PV) Module

Safety Qualification Part 2 Requirements for Testing

4. Power converters for use in photovoltaic power system IS 16221
(Part 1)

IS 16221

(Part 2) Safety of Power Converters for use

in Photovoltaic Power Systems Part 1- General Requirements

Safety of Power Converters for Use in Photovoltaic Power Systems Part 2- Particular Requirements for Inverters

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

TECHNO-COMMERCIAL TERMS AND CONDITIONS

- 1.0 **PRICE BASIS**
Rate shall remain FIRM throughout the contract period.
- 2.0 **BID EVALUATION PROCEDURE**
Bid evaluation will be done on Summery Wise L1 basis.
- 3.0 **LD CLAUSE AND RISK PURCHASE CLAUSE**
DVC reserves the right to recover a sum equivalent to 0.5% of the delayed work for each week of delay or part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage due to delay in completion of work attributable to the contractor.
(ii) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure.
(iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above
(iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to re-purchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.
- 4.0 **INSPECTION**
Goods supplied will always be subject to our inspection on arrival at the destination.
- 5.0 **TRANSIT INSURANCE**
Arrangements for transit insurance can be made by DVC as per Mega Risk Policy arranged with existing underwriter as per time being imposed.
- 6.0 **PAYMENT TERMS FOR WORKS**

Payment Terms Description	Task Description
50 % advance payment of the work order value shall be released after issuance of work order against submission of proforma invoice.	For All Tasks
Remaining 50% of work order value shall be released after supply, erection/installation and commissioning of work at site along with GST amount.	For All Tasks

- 7.0 **PERIOD OF CONTRACT**
270 days from the date of issuance of order.
- 8.0 **SERVICE TAX / GST**
Service tax/GST is required to be paid extra then the same has to be mentioned clearly in the offer with specific percentage (%) presently applicable. If included, then quantum of service tax/GST along with its applicable percentage (%) also to be indicated clearly in the offer.
- 9.0 **FORCE MAJEURE**
It will be guided as per Clause No. 16 of GCC.
- 10.0 **LIMITATIONS OF LIABILITY:**
Except in cases of Criminal Negligence or wilful misconduct,
(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or

consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

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

OTHER TERMS AND CONDITIONS:

- 1.0 Site Location-1) BTPS, Bokaro Thermal, Bokaro District, Block Bermo, Village-Govindpur- 25 nos. of solar street light
2) CTPS, Chandrapura, District Bokaro, Village Buridih- Installation of 40 nos. solar street light
3) Konar, District Hazaribagh, Bishnugarh, village Mahtoiya- Installation of 30 nos. solar street light
4) Tilaiya, District: Koderma, Village Barki Dhamrai- Installation of 50 nos. solar street light
5) KTPS, District: Koderma, Block Jainagar, Village Ghanghri- Installation of 50 nos. solar street light
6) Maithon, District Dhanbad, Block Egarkund, Village Gogna- Installation of 30 nos. solar street light
7) Panchet, District Dhanbad, Keliasol, Village Banda- Installation of 30 nos. solar street light
8) RTPS- District Purulia, Block Ranghunathpur 2, Village Pratappur- Installation of 50 nos. solar street light
9) MTPS, District, Bankura, Gangajalghati, Dhatol- Installation of 40 nos. solar street light.
10) DSTPS, District Pashchim Bardhaman, Block Andal Village-Madhupur Damribandh- Installation of 45 nos. solar street light
11) Tubed Coal Mines, Latehar District, Block Latehar Village Tubed- Installation of 20 nos. solar street light.
- 2.0 Applicable GST-Extra as applicable
- 3.0 Work Completion Period-Work Completion Period will be 270 days from the date of issuance of work order.
- 4.0 Consignee-consignee will be the CSR executives of respective DVC projects
- 5.0 Quality and Warranty-The street lighting system including battery will be warranted for a period of five years from the date of supply. The PV module will be warranted as per the standard warranty obligation of MNRE approved PV module.
- 6.0 Payment Terms-A 50 % advance payment of the work order value shall be released after issuance of work order against submission of proforma invoice. Remaining 50% of work order value shall be released after supply, installation and commissioning of work at site alongwith GST amount on submission of invoice and certification from CSR Executives of respective projects and one technical person as decided by respective HOPs towards successful completion of work of supply, erection/installation and commissioning of solar street lights in their projects.

INSTRUCTION TO BIDDERS (ITB)

- 1.0 Bidders are requested to Submit their Techno-Commercial and Price Bid (in duplicate) in one sealed envelope superscribing on it "Techno-Commercial and Price Bid against Tender Notice No. DVC/Tender/Head Quarter/HRD/CMM/Works and Service/00044 and Dated 28/02/2025 and date of opening 06/03/2025" and Also indicating in the envelop 'Supply, erection/installation and commissioning of solar streetlights (410 nos.) with remote monitoring system, in villages under CSR at various field formations of DVC'
- 2.0 Before filling the offers, bidders are requested to go through the general conditions of Contract, DVC in order to familiarize with DVC's commercial terms & conditions, Cost Compensations for deviations and bid evaluation procedure.
- 3.0 The Bidders may visit the site(Head Quarter Plant) for any clarification/discussion on any point as felt necessary with respect to NIT before submission of bid. The costs of visiting the site shall be at the bidde's own expense.
- 4.0 On receipt of formal Work Order in duplicate, one copy shall be returned to the Work Order issuing authority within 10 days duly acknowledged with signature, seal of the firm with date as a mark of acceptance of the contract.
- 5.0 Unsigned offer submitted by any bidder will not be considered valid.
- 6.0 If anyone is not in a position to quote for any reason, please send 'regret' letter positively otherwise you will not be consider in future for similar item.
- 7.0 Conditional discount will not be accepted for bid evaluation.
- 8.0 Self Certified Photocopies of all relevent documents e.g. recent P.O. copies VAT/STRC/GST etc. whichever needed to be enclosed with the offer. However, DVC reserves the right to call those original documents, if needed, failing which the Offer is liable for rejection.
- 9.0 Quotation submitted by the tenderers through fax/telegrams/e-mail will not be considered valid.
- 10.0 All Taxes and duties must be clearly indicated in price bid.
- 11.0 Bidders are requested to upload the scan copy of the enquiry duly signed with company seal as a token of acceptance of NIT.
- 12.0 Price must be quoted in both figures and words and if there is any discrepency ,the price quoted in words shall prevail.
- 13.0 Please certify on your offer that the quoted rates are reasonable and same as charged to other Govt. Organizations/ PSU etc. and in support of price reasonability, the order copies of similar items received from Govt. Organizations/ PSU are required to be furnished.
- 14.0 Please send your offer to the CHIEF MATERIALS MANAGER, Head Quarter, DVC,DVC Towers, V.I.P. Road, Kol-54.
- 15.0 The tender is to be dropped in the Tender Box of Technical section, Head Quarter.
- 16.0 **Settlement of disputes and Arbitration** : Shall be as per Clause no 20 of optional terms & conditions of contract of GCC available in https://www.dvc.gov.in/cms-web/general_conditions_Contract

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ASOKE ADHIKARI
SR. GENERAL MANAGER-C&M
For & on behalf of Damodar Valley Corporation

ENCLOSURE :-

- 1. DVC's Signed IP
- 2. TECHNOCOMMERCIALSHEET
- 3. List of Villages for Installation
- 4. Technical Specification and Scope of Work
- 5. BOQ
- 6. ANNEXURE (Special Conditions of Contract)

DAMODAR VALLEY CORPORATION		ANNEXURE A
DVC,HEAD QUARTER		
NIT NO.: DVC/Tender/Head Quarter/HRD/CMM/Works and Service/00044		
TENDER DESCRIPTIONSupply, erection/installation and commissioning of solar streetlights (410 nos.) with remote monitoring system, in villages under CSR at various field formations of DVC		
TECHNO-COMMERCIAL DOCUMENT (SHEET-2)		
BIDDER'S NAME & ADDRESS:		
BIDDER'S OFFER NO. & DATE:		
Sl. No.	Clauses of NIT	Bidder's Compliance
1	The quoted prices should be "FIRM"	YES/NO
2	PAYMENT TERMS	
		(State your own payment terms here, if not complied with those in NIT)
3	SECURITY DEPOSIT CUM BANK GUARANTEE (SDBG)	YES/NO/NA
4	LD CLAUSE	YES/NO
5	GUARANTEE/WARRANTY	YES/NO/NA
6	INSPECTION CLAUSE	YES/NO/NA
7	SUBMISSION OF REQUIRED DOCUMENTS	YES/NO
8	COMPLIANCE OF ALL OTHER TERMS OF NIT?	YES/NO
9	Whether the Bidder has filled the Techno-Commercial Deviation Schedule i.e., ANNEXURE-C?	YES/NO/NIL
10	If Deviation is there, has the Bidder filled in the Cost of Withdrawal of Deviations in ANNEXURE-D	YES/NO/NOT APPLICABLE

FORMAT FOR PRICE BID :

ANNEXURE- B

NAME OF THE PLANT : _____

ADDRESS : _____

ENQUIRY / NIT NO. : DVC/Tender/Head Quarter/HRD/CMM/Works and Service/00044

DATE : _____

TASK DETAILS

Sl. No.	Task Description	SAC Code	Frequency/ Quantity	Unit of Measurement	Unit Rate (RS.)	TOTAL AMOUNT (RS.)
1	Installation of Solar Street Lights in Villages under CSR		410.0000	PER SET		
TOTAL PRICE						
TOTAL PRICE (IN WORDS) :						
GST, IF APPLICABLE (IN % ONLY)						
ANY OTHER TAXES & DUTIES, IF APPLICABLE (IN % ONLY)						

NOTE :

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

INTEGRITY PACT

Between

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

AND

_____ hereinafter referred to as "The Bidder/ Contractor"

Preamble:

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

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

SECTION-1: COMMITMENTS OF THE PRINCIPAL

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in the tender process or contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

a. The Bidder(s)/Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit, which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or, understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on the Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative shall be in Indian Rupees only. Copy of the "Guidelines on the Indian Agents of Foreign Suppliers" is attached.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

SECTION-3: DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM

FUTURECONTRACTS

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

SECTION-4: COMPENSATION FOR DAMAGES

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security deposit cum Performance Bank Guarantee, and if the amount of damage exceeds the amount of Security Deposit cum Performance Bank Guarantee, then the Principal shall be entitled to recover the balance amount of damage from the Contractor either in cash or from the amount payable and due from such Contractor in other contracts being executed by him with DVC.

SECTION-5: PREVIOUS TRANSGRESSION

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure of "Banning of business dealings" of the Principal.

SECTION 6: EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUB-CONTRACTORS

1. In case of Subcontracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the subcontractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tendering process all bidders who do not sign this Pact or violate its provisions.

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

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

SECTION-8: INDEPENDENT EXTERNAL MONITOR

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central vigilance Commission as follows:

Sl.	Name	Address	e-mai
1.	Shri Ashok Kumar Poddar, Additional Director General (Retd)	Flat No. 41, Block C, Kendriya Vihar Apartments, Sector 51, Noida 201301 (UP)	ashokpoddar62@gmail.com
2.	Shri Rajesh Pratap Singh, IPS(Retired) For Special DG, CRPF	C/o Satyendra Jain, C.A., Defence Colony Block -1, Second Floor, Street 1, South Delhi, New Delhi - 110024	rps0085@gmail.com

- The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, DVC.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DVC and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, DVC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman DVC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DVC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

SECTION- 9: PACT DURATION

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of DVC.

SECTION-10: OTHER PROVISIONS

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

(For & on behalf of DVC)

(Office Seal)

Witness 1: _____

(Name & Address) _____

(For & on behalf of Bidder/Contractor)

(Office Seal)

Witness 2: _____

(Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE

(Bidder's Letterhead)

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

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

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

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

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

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

Date:

Place:

(Authorised Signatory)

(Printed Name)

(Designation) _____

(Name) _____

Address _____

(Company Seal)