



# DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

Standard Bidding document for Rate Contract for Loading, Transportation of  
Coal by Road

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# DAMODAR VALLEY CORPORATION

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## STANDARD BIDDING DOCUMENTS

FOR

Tender Description: "XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX"

NIT No.: XXXXXX

Dated XX/XX/XX

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



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## **“THROUGH e-TENDERING PROCESS ONLY”**

Tender Description: “XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX”

NIT No.: XXXXXX

Dated XX/XX/XX

(Domestic Competitive Bidding followed by On Line Reverse e-Auction)

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<b>VOLUME – II</b>	:	Technical Specification/Scope of work	<b>XX TO XX</b>
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<b>Techno-commercial Bid</b>	:	Envelope 2 (.RAR file uploaded alongwith Tender Document)	<b>Online in CPPP</b>
<b>Financial Bid</b>	:	Envelope 3 (Excel file uploaded alongwith Tender Document)	<b>Online in CPPP</b>



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## **VOLUME - I**

## **SECTION - I**

## **INVITATION FOR BIDS (IFB)**



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## DETAILED INVITATION FOR BID

[DOMESTIC COMPETITIVE BIDDING FOLLOWED BY ON LINE REVERSE e-AUCTION]

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Tender Description: "XXXXXXXXXXXXXXXXXXXXXXXXXXXX"

NIT No.: XXXXXX

Dated XX/XX/XX

**1.0 Damodar Valley Corporation (DVC) invites bid from the eligible bidders in e-Tendering mode {Single Stage - three envelopes basis, i.e.**

**Envelope1 (offline): Hard Copy Documents** (Containing documents in support of cost of Tender document, Documents in support of EMD/Bid Security, and Integrity Pact),

**Envelope2 (online): Techno Commercial Bid** (Containing Techno-commercial excel sheet duly filled up by the bidder towards declaration in support of Qualification Requirement as mentioned in the NIT & Declaration/ Information in support of Techno-commercial Bid as mentioned in the NIT and Scanned copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney, Cost of Tender document, documents in support of Bid Security (EMD), Integrity Pact, declarations as per NIT & Scanned Copies of all required documents for meeting the Qualification Requirement and documents mentioned at Clause No. 6 of Vol-I Sec I-IFB of NIT) and

**Envelope3 (online): Financial Bid** (Containing Financial excel sheet duly filled up by the bidder)} for "XXXXXXX" as per the Scope of Work mentioned hereinafter.

### **2.0 SCOPE OF WORK:**

As per the detailed scope of work under VOLUME – II TECHNICAL SPECIFICATION - Scope of Work

### **3.0 BID SECURITY / EARNEST MONEY DEPOSIT (EMD) & COST OF TENDER DOCUMENTS as per W&P manual 2022 :-**

#### **➤ BID SECURITY / EARNEST MONEY DEPOSIT (EMD):**

Rs. XXXX/- (Rupees XXXXXX) only.

#### **➤ COST OF TENDER DOCUMENTS:**

Rs. XXX/- (Rupees "XXXXXXX" only including GST). (Not refundable)



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## 4.0 BIDDING SCHEDULE:

Tender Document downloading Date & Timing	From XX.XX.XXXX at XX:XX Hrs. (IST) to XX.XX.XXXX at XX:XX Hrs. (IST)
Last Date of Submission of Pre-Bid Queries (Online)	XX.XX.XXXX at XX:XX Hrs. (IST)
Date & Time of pre-bid conference (Online) link of Pre-Bid Conference meeting is given below: : <a href="https://meet.google.com/">https://meet.google.com/</a>	XX.XX.XXXX at XX:XX Hrs. (IST)
Date & time of Uploading of “Envelope2: Techno-Commercial Bid and Envelope3: Financial Bid” online and also the submission of “Envelope1: Hard Copy Documents” offline.	From XX.XX.XXXX at XX:XX Hrs. (IST)Hrs. (IST) to XX.XX.XXXX at XX:XX Hrs. (IST)Hrs. (IST)
Bid Opening Date & Time “Envelope1” offline: (Containing documents in support of cost of Tender document, Documents in support of EMD/Bid Security, and Integrity Pact).	XX.XX.XXXX at XX:XX Hrs. (IST)Hrs.(IST)
Bid Opening Date & Time “Envelope2: Techno Commercial Bid” online as per the Terms & Conditions of NIT.	XX.XX.XXXX at XX:XX Hrs. (IST)Hrs.(IST)
Bid Opening Date “Envelope3: Financial Bid” online as per the Terms & Conditions of NIT.	At a date to be notified by DVC in due course.
Date and Time of On Line Reverse e-Auction	At a date to be notified by DVC in due course.
Submission of documents by the Bidder(s) as per the Terms & Conditions of NIT.	Within such date to be notified by DVC in due course.

The details are available at CPPP (Central public Procurement Portal) website <https://etenders.gov.in/eprocure/app> and in [www.dvc.gov.in](http://www.dvc.gov.in) and <http://iti.gov.in> (For information only).

Any addendum/corrigendum/extension, if required, pertaining to this NIT will be hosted in <https://etenders.gov.in/eprocure/app> only. Bidders are requested to visit website <https://etenders.gov.in/eprocure/app> regularly for any addendum/corrigendum/extension till opening of tender.

## 5.0 QUALIFYING REQUIREMENTS:

The bidder should meet the qualifying requirements stipulated hereinunder:



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## 5.01 Qualifying requirements on Technical Capability:

The bidder should have experience of completing similar works within India during last 07 years ending last day of month previous to the one in which the offer is invited and shall be either of the following:

- a) Three similar completed works each costing not less than the amount equal to (40 % of DE) i.e. Rs. **XXXXXX** /- only.  
OR
- b) Two similar completed works each costing not less than the amount equal to (50 of DE %) i.e. Rs. **XXXXXX** /- only.  
OR
- c) One similar completed work costing not less than the amount equal to (80 % of DE) i.e. Rs. **XXXXXX** /- only.

### NOTES for Technical Criteria for all clauses of Sl. No. 5.01 above:

- i. **Similar works shall mean** - Loading, transportation and unloading of ROM coal/ Crushed coal/ Coal Mill reject/ Ash/ middling/ minerals such as Iron ores, Dolomite, Manganese, Bauxite, Lime stones from collieries/mines/washeries/siding under public sector undertaking/govt./ semi govt. organizations/joint sector enterprises (managed jointly by Govt. and Others Agency)/Public Limited company/Private Limited company as a contractor or transporter under its own capacity and accountability to any beneficiary within India.
- ii. **Completed work shall mean** Work order/s, payment receipt documents with reference to the Work Order no and date or successful job completion certificate/s in respect of executed/completed portion of work order with executed value even if the work has not been completed in totality (Subject to furnishing proof of executed value of the work in the form of certified copies of RA bills shall be considered or any relevant documents, which is sufficient to prove the works completed or to be completed).
- iii. All the figures mentioned above are exclusive of GST.

## 5.02 Qualifying Requirements on Financial Capability:



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- a) Net Working capital should be considered for the last financial year or access to credit facilities (only fund based unutilised portion) on the date of NIT, issued from scheduled commercial bank., to be considered.

Net working capital or access to credit facilities (only fund based unutilised portion) on the date of NIT shall not be less than **INR XXXXXX** /- only.

- b) The Average annual turnover of the bidder for the best 03 years out of last 05 financial years shall not be less than Rs. **XXXXXX** /- only.

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

- d) Companies/ Organization under National Company Law Tribunal (NCLT) or Companies/ Organization under Debt Recovery Tribunal (DRT) or Companies/ Organization, who have applied for Corporate Debt Restructuring (CDR) in last two financial years, shall not be considered for bid qualification. A certificate of practicing Chartered Accountant must be produced by the bidder(s) that the bidder(s) does/do not fall under the above criteria.

## NOTES for Financial Criteria for all clauses of Sl. No. 5.02 above:

i. In compliance to the above, the bidder shall submit Audited Annual Accounts with Balance sheet and profit & loss account statements of the last 05(five) financial years.

ii. 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.

iii. In case of tenders published prior to 30th Sept. of the NIT issuing financial year, where the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial statements, the audited results of the year preceding the last financial year(s) shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of NIT and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

iv. Net working capital means the difference of sum of current assets and sum of current liabilities. Current assets means a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities mean a sum of short term borrowings, trade payables, short term provision and other current liabilities.

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

vi. Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium



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account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

## 5.03 Exemption in eligibility criteria for start-up vendors /MSE vendors:

The turnover criteria are not applicable for Start-Up or MSE entrepreneurs subject to meeting of quality and technical specifications.

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

a. Exemption in respect of “Turnover” means exemption for Clause **5.02 (a)** only of Qualifying Requirements on Financial Capability.

## 5.04 Requirement to meet eligibility criteria for Start-up/MSE Vendor:

a. Meeting quality and technical specification means having documents like copy of Udyog Aadhaar / NSIC / other statutory documents etc with job description in line with “similar item” defined under Qualifying Requirements on Technical Capability and submission of the same. Document in support of “similar item” to be furnished.

b. Relaxation in eligibility criteria for start-up / MSE shall be applicable as stated above of Note **5.03 (a)** only. Any other clause for relaxation in eligibility criteria mentioned elsewhere in the NIT shall not be considered.

### **Notes on both SI. No. 5.01 and SI. No. 5.02 of Qualifying Requirement:**

i. The bidder may be an Indian joint venture, provided that eligibility criteria of individual bidder mentioned at NIT is met by one of the promoters or jointly by more than one promoter. Each promoter company on the basis of whom the joint venture gets qualified shall have minimum 26% equity in the JV. The equity shall be locked in at least for a period of 5 years from the date of bid opening or till the completion of the warranty period of the project whichever is later. The bidder and the promoter company (ies) on whose strength the JV company is qualified, shall be jointly and severally liable for the execution of the contract and an undertaking to this effect shall be submitted along with the bid. In case of a JV, wherever applicable, the performance security shall be provided by all partners in proportion to their participation in the project. NO JV partner shall be allowed to bid independently or as a member in a consortium for this bid.

**Note:** If the JV is incorporated in India and not yet registered under the Companies Act of India as on the last date of submission of Bid, TIA may allow the JV's Bid for evaluation provided the all the partners of that JV are from India and JVC submit an undertaking





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along with the JV Agreement that they will submit the same as and when the same is registered under the Companies Act of India.

ii. **Bidders may take part in the bidding process with associate / collaborator, provided the associates / collaborates with a single firm for covering any deficiency of Technical QR part of individual bidder specified at NIT.** In such

a case the bidder shall furnish undertaking jointly executed by him and his associate / collaborator for successful performance of the relevant system along with the bid. In case of award, associate / collaborator shall be required to furnish bank guarantee for 5.0% (five percent) of contract price of the work value/ or as per the relevant DVC OM issued from time to time, in addition to the contract performance guarantee to be furnished by the bidder as indicated in bidding documents.

iii. In case, bidder is a JV and does not meet financial requirements stated at NIT, the financial capability of at least one of the JV partners on whose experience the qualification is sought, shall meet the financial QR.

iv. The lead partner shall be authorized to incur liabilities and receive instruction for and/or on behalf of partners of Joint Venture and the entire execution of the contract including receipt of payment shall be done exclusively through lead partners. The authorization shall be authenticated by submitting power of attorney signed by the legally authorized signatories of all the partners as per approved proforma of DVC.

v. All the partners of the Joint Venture shall be liable jointly and severally for the execution of the contract, if awarded, in accordance with the settled terms & conditions and a copy of agreement entered into by the Joint Venture partners having such provision shall be submitted with the bid. A statement to this effect shall be included in the authorization mentioned under (d) above.

vi. The Joint Venture of the firms shall furnish all the required information as asked for in the NIT/ GCC / Specification in respect of each of their partners in their bid. In case of successful bid, the form of agreement shall be signed so as to be legally binding on all the partners.

**The format of the power of attorney and other documents to be submitted by Joint Venture Partners are enclosed with Vol-V: Bid Form & Procedure (BFP).**

**6.0 Bidder(s) shall upload all the scanned documents in support of Qualifying Requirement as per Sl. No. 5.00 of IFB as above along with other documents in Envelope-II: (Techno-Commercial Bid) as mentioned in the Bid Document.**

7. Bidder(s) must have to submit the hardcopies of 'cost of the Tender document (non-refundable)', 'document of EMD/Bid Security' and 'Integrity Pact (if applicable)' in Envelope-I at the address given below during office hours, on or before the last date & time of Bid Submission/Uploading period. **The same should be clearly super-scribed with NIT No., Subject, and the words 'COST OF TENDER, INTEGRITY PACT & 'EMD/BID SECURITY'.**

**NOTE: -**



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Micro and Small Enterprises registered with any National Small Industries Corporation(NSIC)/Khadi & Village Industries Commission/District Industries Centre/Khadi & Village Industries Board/Coir Board/ Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro small and Medium Industries, MSEs registered under Udyog Aadhaar Memorandum(UAM) shall be exempted from payment of EMD subject to submission/uploading of scan copy of the documentary evidence like valid Registration Certificate from Appropriate Govt. Authority.

In case the Bidder is a Joint Venture / Consortium, “all the members of Joint Venture / Consortium” or “the Joint Venture Company itself” should be registered with such authority for seeking such exemption.

Similarly, if the bidder is allowed to participate with an associate where the financial or the technical capability is fully meet by the associate, then both the bidder and its associate should be registered with such authority for seeking such exemption.

However, where the bidder is allowed to participate with an associate where only a part of the technical capability is meet by the associate, then the bidder should be registered with such authority for seeking such exemption.

Public Procurement Policy for Micro and Small Enterprises (MSEs) is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.

8. 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.

9. A complete set of Bidding Documents may be downloaded by any interested Bidder from DVC e-tender website <https://etenders.gov.in/eprocure/app>.

**Note: No hard copy of Bidding Documents shall be issued.**

10. 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.

11. Downloading of Tender Documents by any Bidder shall not construe that such Bidder is considered to be qualified.

12. Transfer of Tender Documents downloaded by one intending bidder to another is not permissible.

13. No Queries from Bidders, whatsoever, shall be entertained by the Employer (DVC) beyond the last date of receipt of Queries as specified above.

14. 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> the later shall prevail and will be binding on the tenderer(s). No claim/appeal on this account will be entertained or given cognizance.

15. Notwithstanding anything stated above, the owner reserves the right to request for any additional information and also reserves the right to reject the tender of any bidder, if in the opinion of the owner, the qualification data/requested information is incomplete and/or the bidder is found not qualified to satisfactorily perform the work.

16. Bids received by DVC after last date & time of Bid Submission/Uploading period will not be considered and rejected outrightly.

17. Tenders (**Envelope- I: Hard Copy Documents**) shall be dropped in the Tender Box at C&M Dept. or may be sent through Courier / Speed Post to the address given at Sl. No.19.0 of IFB. Name of the Tender and Bid No. & Date shall be clearly written on the Envelope-I & shall be addressed to the C&M Dept. as given Sl. No. 19.0 of IFB. DVC shall not be responsible in any way for any delay in postal services.



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18. The names and designation along with e-mail address of following officers specially assigned by Tender Inviting Authority (TIA), C & M, Dept. for receiving (i) online pre-bid queries, (ii) future correspondence as below: -

- (i) Shri XXXX.....
- (ii) Shri XXXX, .....
- (iii) Shri XXXX, .....

19. Address for communication/ Tender Inviting Authority (TIA):

To  
XXXXXXXXXX,  
C&M Department, 3<sup>rd</sup> Floor,  
Damodar Valley Corporation,  
DVC Towers, VIP Road, Kolkata,  
West Bengal, Pin: 700054, India,  
Email: [XXXXXXXX@dvc.gov.in](mailto:XXXXXXXX@dvc.gov.in)



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## **VOLUME – I**

### **SECTION - II**

## **INSTRUCTIONS TO BIDDERS (ITB)**



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## 1.0 COST OF BIDDING:

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

## 2.0 CLARIFICATION ON TENDER DOCUMENTS:

A prospective Bidder requiring any clarification to the Tender documents may notify the Employer (DVC) through <https://etenders.gov.in/eprocure/app> up to the last date of submission of Pre-Bid Queries. On the queries asked by the Bidders up to the date of Pre-bid discussion, the Employer (DVC) will respond in the Pre-bid discussion and the Pre-bid replies will be hoisted (as Amendment) through <https://etenders.gov.in/eprocure/app>. **The Pre-bid conference shall be held virtually through electronic mode on the date & time as given in IFB clause 4.0.**

For subsequent queries asked by the Bidders in the pre-bid discussions and up to last date of submission of Pre Bid Queries, the Employer will hoist the Pre-bid replies (as Amendment) only through <https://etenders.gov.in/eprocure/app> within 3 days of Pre-bid conference after approval of Tender Inviting Authority. 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.

## 3.0 AMENDMENT TO TENDER DOCUMENTS:

At any time prior to the deadline for submission of bids, the Employer (DVC) may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the Tender documents. The amendment will be notified only to the <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 (DVC) may, at its discretion, extend the deadline for the submission of bids.

Any addendum/corrigendum/extension, if required, will be hoisted (as Amendment) only to the <https://etenders.gov.in/eprocure/app>.

In case of change in technical parameter / specification / scope of work, selling and submission date will be extended.

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

## 4.0 PERIOD OF VALIDITY OF BID& LANGUAGE OF BID:

4.1 Bids shall remain valid for a period of **180 days from the closing date of bid submission prescribed by the Employer (DVC)** indicated in NIT. A bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.

4.2 In exceptional circumstances, the Employer (DVC) 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. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.



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4.3 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.

## 5.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 5.1 The Bidder may modify or withdraw its bid after submission/uploading, prior to the deadline prescribed for bid submission/uploading.
- 5.2 The Bidder's modifications of Envelope1 (if required for Envelope1) shall be prepared, sealed, marked as "**Bid Modifications- Envelope1**".
- 5.3 A Bidder wishing to withdraw its bid can withdraw his bid prior to the deadline prescribed for bid submission. For withdrawal of the bid after submission, the bidder shall notify the Employer (DVC) in writing. The notice of withdrawal shall be addressed to the Employer (DVC) at the address given above and bear the package name, NIT Number and the words "**BID WITHDRAWAL NOTICE**". The bid withdrawal notice shall be accompanied with valid authorisation to request such bid withdrawal.

If the Bid withdrawal notice of any Bidder received before the bid submission deadline, his EMD will be refunded / returned.

If the Bid withdrawal notice of any Bidder received after the bid submission deadline and before opening of Envelope2, the Bidder will be disqualified and his EMD will be forfeited and Envelope2 of remaining Bidders will be opened.

If the L1 Bidder withdraws his Bid after issue of Letter of Award, then his EMD will be forfeited, other penal action may be taken, and the Employer goes for re-tendering. In this re-tender, such defaulting bidder will not be allowed to participate and other i.e. up to one-year debarment penal actions against this Bidder may be taken.

## 6.0 DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE

Three envelope bidding procedure shall be followed as under:

### (i) Envelope1: Hard Copy (Offline) Submission:

Envelope-I shall comprise of the following: -

- "Documents in support of Cost of Bidding" as applicable.
- "Documents in support of bid security (EMD)" as applicable. and
- "Integrity Pact (on Plain Paper)"- (wherever applicable) duly signed in all pages by the authorized signatory who is signing the Bid (i.e. who is duly authorized to sign the bid) with one witness from Bidder End as per format enclosed in the Bidding Documents.

**NOTE: If the bidder is a partnership or consortium, Integrity Pact must be signed by all partners or consortium members.**

- ### (ii) Envelope2: Online Submission:
- Declaration in support of Qualification Requirement (QR) as mentioned in the NIT, Declaration/Information in support of Techno-commercial Bid as mentioned in the NIT and Scanned copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney, Cost of Tender document, Bid Security (EMD) & Scanned Copies of all required documents for meeting the Qualification Requirement and documents mentioned at Clause No. 6 of Vol-I Sec I-IFB of NIT.



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**Envelope2 (.rar file):** Shall comprise of the following:

- a) Declaration in support of Technical QR as asked in NIT as per Attachment-1
- b) Declaration in support of Financial QR as asked in NIT as per Attachment-2
- c) Declaration in support of submission of documents mentioned at Clause No. 6 of Vol-I Sec I-IFB of NIT as per Attachment – 3.
- d) Declaration on mandatory conditions as per Attachment - 4
- e) Other Declaration as per Attachment - 5
- f) Information regarding details of Banker & other particulars for making payment through RTGS/NEFT/CBS as per Attachment – 6

The Envelope2 shall be available <https://etenders.gov.in/eprocure/app> as **Envelope2.rar** file. The Envelope2 shall be downloaded by the bidders and the same after duly filled up by the bidder is to be uploaded during submission of tender under technical part as **.rar** file only.

**Letter of Bid:** This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” printed/ typed on Bidder’s letter head must be the same as per format given in the NIT (as per Form 1 of Sec-V of Vol-I) and it should not contain any other information. This document will be signed by the bidder and the scanned copy of the same will be uploaded.

Bidders shall not be required to upload scanned copy of any other document for the Envelope-2, except the **“Copy of Techno-commercial sheet duly filled up by the bidder towards declaration in support of Qualification Requirement as mentioned in the NIT & Declaration/ Information in support of Techno-commercial Bid as mentioned in the NIT and Scanned copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney, Cost of Tender document, Bid Security (EMD), Integrity Pact & Scanned Copies of all required documents for meeting the Qualification Requirement”**.

**Please note** that the Envelope2 & Letter of Bid should not contain any price content entry. **In case any price (basic price) component is exposed in Envelope-2 & Letter of Bid of any bidder’s submitted bid, then his bid shall be rejected outrightly by the Employer (DVC).**

**(iii) Envelope3: Online Submission:**

**Financial Bid** shall comprise Price Schedule in MS excel file (BOQ) and the bidder shall fill their prices in the excel sheet duly completed in the following manner:

- (a) BOQ: Bidder shall quote the rate for Rate Contract for XXXXXXXX excluding GST and Toll tax (if any). Bidders shall quote GST in the designated place in the financial bid, (BOQ).

**Note:** 1. After downloading all the NIT documents including the Amendments to NIT documents, if any, Bidders are requested to fill up & upload the Envelope 2 (as .rar file), Envelope 3, Scanned copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney, Cost of Tender document, Bid Security (EMD), Scanned Copies of all required documents for meeting the Qualification Requirement & documents mentioned at Clause No. 6 of Vol-I Sec I-IFB of NIT and submit the Hard copies of Envelope1 as asked in the NIT by taking care of all the Pre-bid replies & Amendments. If there is any Amendments in the excel files of Envelope2 / Envelope3, Bidders are requested to fill up & upload only the latest amended excel files of Envelope2 / Envelope3.





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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.**

**Note: 2. COMMERCIAL AND TECHNICAL DEVIATIONS:**

**No deviation is allowed for the instant tender.**

- (iv) **Hard Copy (Offline) submission of supporting documents:** Supporting documents in Original / self-authenticated and attested by Public Notary in respect of QR (Attachment-1 & Attachment-2) of Envelope2 as asked in the NIT, Original Letter of Bid, Power of Attorney, "Bank Certificate & a cancelled cheque as per Attachment-5 of Envelope2" and an affidavit in original 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 and the documents as per Sl. No. 6 of IFB. **Please refer clause No. 8.0 regarding submission of the above supporting documents.**

**7.0 BID PRICES:**

- 7.1 Unless otherwise specified in the Technical Specifications, Bidder 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 bidding documents.
- 7.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. **No deviation is allowed for the instant tender.**
- 7.3 **Bidders shall give the prices in the manner and detail called for in the Price Schedules, i.e. BOQ. The bidders shall quote the rates excluding GST, in the price schedule BOQ (Ms excel sheet of Envelope3). The prices quoted in the Schedule shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion of the specified Works in accordance with the Bidding Documents. The rates quoted shall be inclusive of all duties, levies, royalty, cess etc. but only excluding GST and toll, if any. GST shall be quoted by the bidder in the BOQ separately in the designated column for respective works.**
- GST shall be reimbursed / paid extra at actual as per prevailing rate limited to as quoted by bidder against submission of documentary evidence.**
- 7.4 The Employer shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details to the Engineer-in-Charge before the submission of the first bill.
- 7.5 The Bidder shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee such that his bid prices take into account all of them.

**7.6 BID CURRENCIES: PRICES SHALL BE QUOTED IN INR only.**

- 7.7 The contractor shall be required to quote prices separately in price schedules (MS Excel sheets of Envelope 3).





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## 8.0 **BID OPENING, BID EVALUATION AND AWARD OF CONTRACT:**

- 8.1 The Employer (DVC) will open the hard copy of **Envelope1** (as received) offline, in presence of bidders' representatives who choose to attend the opening on the time and at the communication address as stated in the IFB. In the event of the specified date for the opening of bids being declared a holiday for the Employer (DVC), the bids will be opened at the appointed time on the next working day.

First, 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.

**Bids not accompanied by the “Documents in support of Cost of Bidding Document”, “Documents in support of bid security/EMD” and “Integrity Pact” in Envelope1 as asked in the NIT will be outrightly rejected and not be considered for further evaluation, regardless of the circumstances and his bid will not be opened further.**

Bidder's names, bid modifications (“Envelope1”) or withdrawals (“Envelope1”), the presence or absence of requisite bid security and other such details as the Employer (DVC), at its discretion, may consider appropriate, will be announced at the opening.

Bidders' representatives who choose to attend the opening shall sign a register as proof of their attendance.

**The Employer will examine whether the “Documents in support of Cost of Bidding Documents”, “Documents in support of bid security” and “Integrity Pact” in Envelope1 have been properly signed and are generally in order.**

- 8.2 The Employer (DVC) will then open **“Envelope2: Techno Commercial Bid”** (with scanned copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney, Cost of Tender document, Bid Security (EMD), Integrity Pact & Scanned Copies of all required documents for meeting the Qualification Requirement) online only for those Bidders who's Documents in Envelope1 are generally in order.

After evaluation of **“Envelope2: Techno-Commercial Bid”**, Employer (DVC) will notify to **all the techno commercial compliance Bidders** (based on the evaluation of Envelope2 with scan copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney & Scanned Copies of all required documents for meeting the Qualification Requirement) through website/email, the date & time for opening of the **“Envelope3: Financial Bid”**.

### **NOTES of Sl. No. 8.2:**

- i) During bid evaluation the Employer (DVC) 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/CPMP 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 (DVC) reserves the right to assess the capabilities and capacity of the Bidder to perform the contract at any stage during the entire bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of the Employer (DVC).

**iii) POST BID CLARIFICATIONS:** Based on the recommendation of the Tender committee



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and its approval from the TIA, techno-commercial clarification (having no financial implication) and additional data/clarification may be asked from the participating bidders when the price bids are yet to be opened as per the procedure elaborated elsewhere in this Bidding Documents. **The bidder(s) have to submit shortfall documents/ clarification within 07(seven) days from the day of intimation by the Employer/ Buyer ( i.e. DVC).**

## 8.3 Financial BID EVALUATION

After opening of “Envelope3: Financial Bid” online, Financial Bid evaluation will carry out as detailed below:

### a. INITIAL FINANCIAL BID EVALUATION

The rates quoted shall be inclusive of all duties, levies, royalty, cess etc. but only excluding GST and toll, if any. GST shall be quoted by the bidder in the BOQ separately in the designated column for respective works. **Price evaluation will be done on summery wise basis including GST. Ranking shall be done on lowest quoted price including GST after considering arithmetical errors, if any based on price schedules.**

The “Opening Price” i.e. the base price/ start price for **Reverse e-Auction** shall be fixed on the basis of Total cost for Rate Contract for Loading, Transportation of Coal by Road wi(in Rs.) **including GST.**

### b) ON LINE REVERSE e-AUCTION

- i. “On Line Reverse e-Auction” shall have the meaning ascribed to in Vol-I, Sec-V (BFP) under BUSINESS RULES FOR ON LINE REVERSE e-AUCTION and Reverse e-Auction shall be conducted online as per provisions of BUSINESS RULES FOR ON LINE REVERSE e-AUCTION given Vol-I, Sec-V (BFP).
- ii. Reverse e-Auction will be conducted as per the notification issued to Techno-Commercially Qualified Bidders (please see point no. viii below).
- iii. The Initial Price Offers shall be evaluated to arrive at the lowest Initial Price Offer. After evaluation of the Initial Price Offers, DVC reserves the right to fix the “Opening Price” i.e. the base price/ start price for Reverse e-Auction.
- iv. Final price offer (L1 basis) from the techno-commercially qualified bidders (please see point no. viii below) will be obtained through On Line Reverse e-Auction procedure on the e-platform of <https://etenders.gov.in/eprocure/app>.
- v. DVC shall upload the “Opening Price” i.e. the base price/ start price for On Line Reverse e-Auction and can be viewed by all the bidders at the start of the Reverse e-Auction.
- vi. During the On Line Reverse e-Auction the Qualified Bidders who are eligible for participating in the Reverse e-Auction shall be permitted to place their Final Price Offers provided that the Bid Decrement shall be at least the minimum decrement amount of **0.25%** of “Opening Price” i.e. the base price/ start price.



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- vii. The Qualified Bidder that submits the lowest Final Price Offer at the conclusion of Reverse e-Auction process, i.e. the Closing Price, shall be termed as the “L1 Bidder”.
- viii. **All the Techno-commercially accepted tenderers after eliminating the H-1 tenderer (highest rate quoted tenderer) will be allowed to participate in on-line Reverse e-Auction over internet for bidding. However, if the techno-commercially complied bidders are less than five then all the tenderers will be allowed to participate in on-line Reverse e-Auction over internet for bidding.**
- ix. **After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail Id, the “Final quoted price” during the online Reverse e-Auction along with price breakup sheet as per BOQ format duly signed by the authorized person within four (4) hours of Bidding End Time.**
- x. **The percentage (%) excess or less obtained with respect to the indicative estimated cost after online Reverse Auction shall be uniformly loaded in each & every item of the BOQ provided in the NIT.**

## **d) FINAL FINANCIAL BID EVALUATION**

On conclusion of On Line Reverse e-Auction, The Lowest bidder (L-1) obtained in online e-auction shall be requested to produce (on any working day within 10 days from the date of issuance of notification) the supporting documents in original / self-authenticated and attested by Public Notary in respect of QR (Attachment-1 & Attachment-2) of Envelope2 as asked in the NIT, Original Letter of Bid, Power of Attorney, “Bank Certificate & a cancelled cheque as per Attachment-5 of Envelope2” and an affidavit in original 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 and the documents as per Sl. No. 6 Vol.-I Sec-I IFB of NIT within the same time frame. **No additional time will be allowed to the bidders for producing the required documents.**

**If L1 bidder(s) fails to produce the supporting documents within the specified period (i.e. within 10 days from the date of issuance of notification), or if any of the declaration furnished by the bidder in “Envelope2: Techno-Commercial Bid” on-line is found to be false during verification of the supporting documents, which changes the eligibility status of the bidder then EMD of the Bidder will be forfeited with caution letter to refrain in future. In event of 2nd instances by the same Bidder in any DVC’s Tender then EMD will be forfeited, and the Bidder will be banned for one year from participating in future tenders of DVC.**

## **8.4 AWARD OF CONTRACT**

**After Online Reverse e-Auction among the Techno-Commercially Qualified Bidders, Employer (DVC) will issue Letter of Award (LOA) / Work Order to the L1 Bidder(s) after verifying the supporting documents of the L1 bidder(s) as per NIT.**

**DVC reserves the right to split the requisitioned quantity between two Vendors, i.e., quantity between L1 and L2 vendors may be divided in the ratio of minimum 60:40.**

**For this purpose, the evaluated L2 bidder shall be called for negotiation to match their rates with L1 evaluated price along with all the terms and conditions of NIT. After obtaining the**



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favourable consent from evaluated L2 vendor, order may be split in ratio as per NIT. In the event of L2 bidder not agreeing to match L1 rates, possibilities shall be explored with L3, L4 and so on as the case may be in seriatim in an attempt to finalise the tender. In case no bidder agrees to match the L1 offer rate, placement of total order on L1 or retender for balance quantity is to be decided solely by DVC.

## **Note for Clause 8.0**

(i) During bid evaluation the Employer (DVC) 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 (DVC) reserves the right to assess the capabilities and capacity of the Bidder to perform the contract at any stage during the entire bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of the Employer (DVC).

**9.0 (i)** “In case where the business firm happens to have been banned/suspended by ‘Any establishment of DVC’ / ‘Ministry of Power- Govt. of India’ / ‘Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)’ and the ban / suspension is still in force on the date of bid opening of techno-commercial bid or on the date of issuance of LOA/PO/Work Order/ LOA-cum-Work Order, the offer of the business firm/ authorized agent/distributor/dealer/affiliates shall not be considered for all establishments of DVC.”

**(ii)** If the performance of a bidder in any contract in DVC is found to be unsatisfactory during last 02 years, the bidder shall not be considered for this tender.

## **10.0 COST OF TENDER DOCUMENTS:**

This is non-refundable and payable only in the form of **Demand Draft/Banker's Cheque** in favour of “**Damodar Valley Corporation**” payable at Kolkata.

Details of submission of cost of Tender documents shall have to be indicated while filling the Tender Documents form available in the website <https://etenders.gov.in/> e-procure/app. The relevant documents in original shall have to be submitted by the Bidder inside a sealed under Envelope-I.

## **11.0 BID SECURITY (EMD):**

11.1 The Bid security shall, at the Bidder's option, be either in the form of:

- i. Account Payee Demand Draft /Banker's Cheque in favour Damodar Valley Corporation, or,
- ii. a bank guarantee from a Commercial Bank, or,
- iii. Net Banking transfer/ Online payment,

In case the bid security is **more than a Rs. 5.00 Lakh (Rupees five lakh) only** and in case of foreign bidders in GTE tenders, **it may be in the form of a bank guarantee** (in equivalent Foreign Exchange amount, in case of GTE) issued/confirmed from any of the scheduled commercial bank



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in India in an acceptable form.

In case of BG, the Bank Guarantee shall be from a Bank as specified in the Annexure-1 of ITB. However, any foreign bank not mentioned in the Annexure-1 of ITB, but subsequently included in the scheduled list of RBI in the course of bidding shall be accepted. The format of the bank guarantee shall be as per the format given at Sec-V (Bid Forms & Procedure) of Vol-I.

Bid security in form of BG shall remain **valid for a period of minimum of 225 days** (i.e. 180 days +45 days) **from the closing date of bid submission prescribed by the Employer (DVC)** indicated in NIT.

The Earnest Money (Account Payee Demand Draft / Banker's Cheque or Bank Guarantee from a Commercial Bank/ Net Banking transfer/ Online payment in an acceptable form, as applicable) should be deposited along with the tender, if applicable, in Envelope-I of the amount and currency as stipulate before the date and time set for bid submission (uploading).

The bidder shall furnish, as part of its bid, original bid security documents in Envelope1 of the amount and currency as stipulated.

## **NOTE for 10.0 and 11.0 above:**

Micro and Small Enterprises registered with any National Small Industries Corporation(NSIC)/Khadi & Village Industries Commission/District Industries Centre/Khadi & Village Industries Board/Coir Board/ Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro small and Medium Industries, MSEs registered under Udyog Aadhaar Memorandum(UAM) shall be exempted from payment of Cost of Tender and EMD subject to submission/uploading of scan copy of the documentary evidence like valid Registration Certificate from Appropriate Govt. Authority in e-tender portal and also submit the hard copy of the uploaded documents in a separate envelope super scribing "MSME/NSIC CERTIFICATE" to the office of CHIEF ENGINEER (C&M), 3<sup>rd</sup> FLOOR, Head Quarter, DVC before the date and time set for bid submission (uploading).

The above envelopes cost of tender documents i.e. "BID SECURITY/EMD" OR "MSME/NSIC CERTIFICATE" (as applicable) should be sealed in an outer envelope super scribing on it, the NIT no. and due date of opening.

- 11.2 **Any bid, not accompanied by an acceptable bid security documents in Envelope1, shall be rejected by the Employer as being non responsive and this bid shall not be opened further.**
- 11.3 The bid securities of all the unsuccessful bidders will be returned / refunded within 15 days after the finalisation of tender.
- 11.4 The bid security of the successful bidder to whom the Contract is awarded will be returned / refunded when the bidder has furnished the required Performance Securities.
- 11.5 **Forfeiture of Bid Security:** The bid security may be forfeited without any notice or proof of damage to the Owner, etc. in the following circumstances:
- i. For failure of tenderers to acknowledge the LOA/PO/WO placed within the validity period of their offer,
  - ii. Any bidder withdraws/varies his offer after last date of Bid submission and within the bid validity period before finalization of the tender.
  - iii. If the bidder does not accept the arithmetical correction of its bid price.





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- iv. For failure to submit security cum performance BG within 30 days from the date of issuance of LOA/PO/WO.
- v. If the acceptance of order is not received within the stipulated period.
- vi. If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him,
- vii. If the Bidder refuse to withdraw, without any cost to the Owner, any deviation not listed in Statement of Deviations but found elsewhere in the Bid,
- viii. On providing false or incorrect information in respect of qualifying requirement etc.
- ix. In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by L1 bidder on-line is found to be false by the Tender Committee during verification of documents.

11.6 No interest would be paid by the Employer against the Bid Security (EMD).

## **12.0 CONTACTING THE EMPLOYER & AWARD OF CONTRACT:**

12.1 Any effort by a Bidder to influence the Employer (DVC) in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

12.2 The Employer (DVC) will award the contract to successful Bidder whose bid have been determined to be substantially responsive and to be the lowest evaluated bid.

## **12.3 IMPORTANT POINTS TO BE NOTED: -**

1. "Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No. P-45021/2/2017-B.E.-II dated 15th June, 2017 is applicable for the subject procurement".
2. "Public procurement Policy for Micro and Small Enterprises (MSE), order 2012 of GOI, Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME), Marketing Assistance Division, Nirman Bhawan, New Delhi No. 26((1)/2014-MA dated 06<sup>th</sup> November, 2015 is applicable for the subject procurement.
3. Public Procurement Policy with regards to Procurement from a Bidder of a Country which shares a land border with India:

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

4. The bidders shall be required to comply the MoP, GOI's orders vide no. 25-11/6/2018-PG dated 02.07.2020 and vide no. 11/05/2018-Coord dated 23.07.2020 and its subsequent clarifications / revisions / amendments, if any, 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.

## **13.0 EMPLOYER'S (DVC) RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**



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The Employer (DVC) reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award ~~empanelment~~, 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.

## **14.0 LETTER OF AWARD (LOA)/ WORK ORDER (WO):**

Prior to the expiration of the period of bid validity, the Employer (DVC) will notify the successful Bidder in writing by letter of award or by e-mail to be confirmed in writing by letter, that it has been awarded. Subsequently, WORK ORDER (WO) will be issued and LOA / WO shall constitute the formation of the contract.

The Vendor shall return the duplicate copy of the Letter of Award (LOA)/ WORK ORDER (WO) as the case may be and the other enclosed documents duly signed with seal and date as a mark of acceptance, within 10(ten) days from the date of issuance of the order to the Order Issuing Authority.

## **15.0 SIGNING THE CONTRACT AGREEMENT:**

Contracts shall be executed as per format attached in Bid Forms & Procedures (BFP) after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC and authorised signatory of Supplier/Contractor/ Service Provider/Consultant.

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement to the Supplier/Contractor/ Service Provider/Consultant for signature, incorporating all agreements between the parties for execution.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD

(wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

## **16.0 GOVERNING LAWS & GENERAL PRINCIPLES:**

The Contract shall be governed by and interpreted in accordance with laws in force in India.

The Contract will be governed by the Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, The Industrial Disputes Act, Workmen's Compensation Act, Payment of Gratuity Act, Payment of Wages Act, Employees' Provident Fund and Miscellaneous Provisions Act, Factories Act, Employees State Insurance Act, Sales of Goods Act, Indian Contract Act, Negotiable Instrument Act, Information & Technology Act, Common Goods Carrier Act, Excise & Service Tax Act, Sales Tax Act and Income Tax Act, Insurance Act, GST act, all other related Acts/ Rules/ Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be



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enacted in future by the legislation. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

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

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

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

## 17.0 **RISK PURCHASE CLAUSE:**

The Employer (DVC) reserves the right to purchase the material / spares/ equipment /service & works from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material, service and works. The procedure to be followed is given below: -

- a) After the expiry of the specified date of delivery / completion period, if the Contractor fails to deliver the materials/ complete the work a notice will be given to the Contractor for delivering the material/ complete the work immediately.
- b) If the Contractor fails to deliver the material/complete the work, a final risk and cost notice will be served to the Contractor by registered post with A/D, clearly indicating that if he fails to deliver the materials/ complete the work within 7 days of the receipt of the letter, the same shall be outsourced from other sources at the risk and cost of the Contractor.
- c) The existing order has to be closed and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Contractor may not be given an opportunity against fresh enquiry/limited tender.
- d) 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 Contractor.
- e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest.





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- f) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure of DVC.
- g) In case the amount is considerable, legal action may be considered by the Employer.

Alternatively, the Employer (DVC) may short close the Order stating the reason for not resorting to risk purchase clause.

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's failure to comply with the schedule of delivery or completion of the work or services irrespective of the fact whether the materials / equipments/ work/ services are similar or not.

**18.0 TIME FOR COMPLETION OF FACILITIES:** shall be as per Special Condition of Contract, clause no. (xiv), Vol-I, Section-IV of this NIT.

## **19.0 INSURANCE:**

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.

## **20.0 CONTRACTOR'S PERFORMANCE EVALUATION SYSTEM**

In order to ensure smooth progress of the work and execution of the job in time as per stipulated quality, the Employer has in place an establish 'Contractor Performance Evaluation System' against which the Contractor's performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals. The Project Manager of DVC will fill in the details as per the format (enclosed at Form No. 8 in Bid Forms and Procedures) for performance evaluation of the Contractor and the same is to be signed by the authorized representative of the Contractor. If the Contractor refuses to sign, the evaluation of Project Manager of DVC will be final.

Over and above, in case the performance of the Contractor is found unsatisfactory on any of the following four parameters, the Contractor shall be considered ineligible for participating in future tenders for a period as may be decided by the Employer.

- ☐ Financial Status
- ☐ Project Execution and Project Management Capability.
- ☐ Engineering & QA Capability
- ☐ Claims & Disputes

## **21.0 IMPLEMENTATION OF INTEGRITY PACT (on plain paper)**

Integrity Pact shall be applicable for Tenders/Contracts value of **Rs.50 Lacs and above.**

DVC shall be entering into an Integrity Pact with the bidders as per format given in the NIT (as per Form 1 of Sec-V of Vol-I) enclosed. The Proforma has to be returned by the bidder (along with the techno-commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidders shall be rejected straightway. All pages of Integrity Pact to be signed by the bidders authorized signatory who signs the bid.

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



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**NOTE: If the bidder is a partnership or consortium, Integrity Pact must be signed by all partners or consortium members.**

## **22.0 CHANGE IN CONTRACT QUANTITY (CHANGE IN THE FACILITIES) during execution of the Contract:**

- 22.1 During execution of the Contract, if the Employer proposes a Change in the facilities, it shall send to the Contractor a "Request for Change Proposal" requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:
- (a) brief description of the Change
  - (b) effect on the Time for Completion
  - (c) estimated cost of the Change
  - (d) effect on Functional Guarantees (if any)
  - (e) effect on any other provisions of the Contract.
- 22.2 The pricing of any Change shall, be calculated in accordance with the rates and Prices included in the Contract. If the rates and prices of any change are not available in the Contract, the parties thereto shall mutually agree on specific rates for the valuation of the Change.
- 22.3 Within fourteen (14) days after the Employer (DVC) and the Contractor mutually agreed upon all matters therein contained including agreement on rates, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.
- If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision. If the Employer (DVC) decides not to proceed with the Change for whatever reason, it shall within the said period of fourteen (14) days, notify the Contractor accordingly.
- 22.4 If the Contractor proposes a Change, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the Proposed Change.
- 22.5 If any tolerance limit has not been incorporated in the SCC **then  $\pm 5\%$**  of the order value should be considered as the tolerance limit and the contract shall automatically be treated as amended to that extent.

### **ANNEXURE-1**

#### **LIST OF COMMERCIAL BANKS AS PER RBI (SOURCE RBI WEBSITE DT. 10.06.2023)**

##### **List of Scheduled Commercial Banks (SCBs)**

##### **List of Scheduled Public Sector Banks**

Sr.No.	Name of the Bank
--------	------------------



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1.	Bank of Baroda
2.	Bank of India
3.	Bank of Maharashtra
4.	Canara Bank
5.	Central Bank of India
6.	Indian Bank
7.	Indian Overseas Bank
8.	Punjab & Sind Bank
9.	Punjab National Bank
10.	State Bank of India
11.	UCO Bank
12.	Union Bank of India

List of Scheduled Private Sector Banks	
Sr.No.	Name of the Bank
1.	Axis Bank Ltd.
2.	Bandhan Bank Ltd.
3.	CSB Bank Ltd.
4.	City Union Bank Ltd.
5.	DCB Bank Ltd.
6.	Dhanlaxmi Bank Ltd.
7.	Federal Bank Ltd.
8.	HDFC Bank Ltd
9.	ICICI Bank Ltd.
10.	IndusInd Bank Ltd
11.	IDFC First Bank Ltd.
12.	Jammu & Kashmir Bank Ltd.
13.	Karnataka Bank Ltd.
14.	Karur Vysya Bank Ltd.
15.	Kotak Mahindra Bank Ltd
16.	Nainital Bank Ltd.
17.	RBL Bank Ltd.
18.	South Indian Bank Ltd.
19.	Tamilnad Mercantile Bank Ltd.
20.	YES Bank Ltd.
21.	IDBI Bank Ltd.



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## VOLUME - I

### SECTION - III

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



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## VOLUME - I

### SECTION - IV

## SPECIAL CONDITIONS OF CONTRACT (SCC)



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## **SPECIAL CONDITIONS OF CONTRACT (SCC):**

The following Special Conditions of Contract (SCC) and all other terms and conditions of IFB & ITB, shall supplement/amend the corresponding clause of General Conditions of Contract (GCC), **wherever there is a conflict, the provisions in SCC and all other terms and conditions of IFB & ITB shall prevail over those in the GCC.**

(i) **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 successors or permitted assigns of the Employer.

“**Project Manager**” means the person appointed by the Employer to perform the duties delegated by the Employer.

“**Contractor’s Representative**” means any person nominated by the Contractor and approved by the Employer to perform the duties delegated by the Contractor.

“**Facilities**” means the works to be done as per the NIT specifications by the Contractor under the Contract.

(ii) Technical Specification/Scope of work shall be as per Vol-II of this NIT.

(iii) The Bidding Procedure & Bidding documents shall be as per the IFB & ITB of this NIT.

(iv) Earnest Money Deposit (EMD/Bid Security) & Conditions for forfeiture of EMD shall be as per the IFB & ITB of this NIT.

(v) Deleted

(vi) Taxes, Levies and Duties shall be as below:

(a) Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

(b) All taxes, duties, levies, royalties, fees, cess, etc in respect of the works and all other services to be done by the Contractor as per the NIT specifications and also taxes, duties, cess & levies as may be applicable on the materials used for the works shall be to the contractor's account & included in the Contract Price. **The Contract price shall be inclusive of all taxes, duties, levies, royalty, cess, fees etc. but only excluding applicable GST and applicable toll, if any. Before making any payment on account of applicable GST to the Statutory Authorities by the contractor, a commercial understanding is to be executed between the contractor and DVC. However, applicable GST and toll, if any will be reimbursable extra on production of documentary evidence of payment.**

However, if DVC pays any taxes, duties, levies, cess, etc directly to the concerned statutory authorities, the same will be deducted from contractor’s bill.



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(c) For the purpose of the Contract, it is agreed that the Contract Price is based on the taxes, duties, cess, levies, etc. and charges prevailing at the date seven (7) days prior to the last date of bid submission in the country where the Site is located. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs (as declared by the Statutory Tax Authority) in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be. Any upward variation in statutory taxes and duties and /or introduced any new tax/cess, etc. beyond the contractual delivery period/work completion period will not be paid by DVC if the reasons of the delay are attributable to the Contractor. However, these adjustments will be applicable only to the direct transactions between the Employer and the Contractor. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and on all other indirect transaction (such as transportation, insurance, etc.as applicable) between the Contractor & the Employer.

(vii) OFFER/BID VALIDITY, CLARIFICATIONS ON TENDER DOCUMENT, AMENDMENT OF TENDER DOCUMENTS, PRICE BID EVALUATION PROCEDURE, INSURANCE shall be as per the ITB of this NIT.

(viii) INSPECTION/CHECKING/TESTING/STANDARDS shall be as per the Technical Specification/Scope of work (Volume-II) of this NIT.

**(ix) TERMS AND PROCEDURES OF PAYMENT**

**A) TERMS OF PAYMENT:**

90 % payment against RA bills shall be made by the respective paying authority of DVC to the Contractor's Account through RTGS/NEFT on fortnightly basis against submission of bill to Engineer in charge, DVC who will pass the same on satisfactorily transported actual quantity of coal per MT received at TPS end. Penalty, if any shall be adjusted from 2nd monthly bill. The decision of the Engineer-in-charge DVC in the matter of measurement of coal transported will be final and binding to the contractor.

The remaining 10% bill shall be made payable to the contractor only after reconciliation on dues, outstanding, penalties etc. if any, from them at the end of contract period and after issuance of "No dues / No objection certificate" from Engineer-in-charge, DVC.

No payment shall be made to the contractor or unless the Security Deposit cum performance Guarantee (SDBG) is submitted by them and is accepted by the DVC and also Agreement are duly executed by them .

**B) PAYMENT PROCEDURES:**

The Procedures to be followed in making application for, certifying and making payments shall be as follows:



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## 1. Payment Schedule

1.1 Running bills (RA Bills) on the basis of periodic measurement shall be submitted by the Contractor to the concerned Engineer-in-Charge of DVC, who shall, after necessary checking, forward the same to the Accounts Officer for arranging payment.

## 2. Due Dates for Payment

Employer will make progressive payment as and when the payment is due as per the Terms of Payment set forth in Appendix 1 to the Contract Agreement. Progressive payment will become due and payable by the concerned Engineer-in-Charge of DVC within fifteen (15) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer, provided the documents submitted are complete in all respective payment etc.

## 3. Mode of Payment

The payments shall be made direct to the Contractor by the Employer and no L/C shall be established by the Employer for such payments. Wherever technically feasible, such payments shall be made electronically 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.

### (x) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE :

- A. Within Fourteen (14) days from the date of issuance of Letter of Award (LOA)/ Work Order (WO)/Purchase Order (PO) from respective project, the successful Bidder shall furnish performance security for satisfactory execution of the order for an amount equivalent to 10% of the Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per format provided in the section "Bid Forms and Procedures" of the bidding documents from any Nationalised / Scheduled Bank as per the list provided in Annexure-1 of ITB and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

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

- B. Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per VOLUME – I, SECTION – III of GENERAL





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CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.

- (xi) **GUARANTEE / WARRANTY**: Not applicable for this tender.
- (xii) **LIQUIDATED DAMAGE (L.D)**: As per clause no. 13 under General Conditions of Contract (GCC), SECTION – III, VOLUME – I of this Tender Document.
- (xiii) The term “Notification of Award” in GCC shall be read as “Letter of Award”.
- (xiv) **Completion period**:: xxxx days from the commencement of work
- (xv) The term “GCC clause 23” in GCC clause 21.2 (Program of Performance) of Others Terms & Conditions of Contract under GCC shall be read as “GCC clause 13.1”.
- (xvi) The term “under GCC clause 13 (Time of Commencement and Completion)” in GCC clause 21.4 (Progress of Performance) of Others Terms & Conditions of Contract under GCC shall be read as “under SSC clause (xiv) as above”.
- (xvii) Tolerance limit on Change in Contract Quantity/Facilities shall be as per clause no. 2 of ITB (Sec - II of Vol-I) of this NIT.



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## **VOLUME - I**

## **SECTION – V**

# **BID FORMS AND PROCEDURES (BFP)**



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## FORM NO 1. LETTER OF BID

(to be printed on the letter head of bidder)

**Bid Proposal No:**

**Date:**

(Bidder may use his own no.)

To

The Chief Engineer,  
C&M Department, 3<sup>rd</sup> Floor,  
Damodar Valley Corporation,  
DVC Towers, VIP Road, Kolkata,  
West Bengal, Pin: 700054

Sub: ' (name of the work) ,

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

2. Tender Id No: '.....'

Dear Sirs,

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

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

OR

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

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

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

Yours faithfully,

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

1. Name of Authorised Signatory:

2. Type of Authorisation:

3. Name of the Bidder:

4. Address:

5. E-Mail Address:

6. Mobile Number:

7. FAX Number:

8. Telephone Number:

9. Place:

10. Date:



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## **FORM NO. 2. BID SECURITY- BANK GUARANTEE FORM**

**(On non-judicial stamp paper of appropriate value to be purchased in the name of the Bank)**

### **PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT (BID SECURITY)**

To,

**\*DAMODAR VALLEY CORPORATION  
DVC TOWERS: VIP ROAD  
KOLKATA-54**

**BG No.:  
Date:**

Dear Sir.

In accordance with your Notice Inviting Tender for.....under  
your **NIT bearing No.:** .....we, M/s.  
..... (Name & full address of the firm)  
(Hereinafter called the Tenderer) hereby submit the Bank Guarantee:

**Whereas to participate in the said tender for the following supply/work:**

“.....**(Name of Supply/ Work)**”. It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs. .... in respect to the tender, with Damodar Valley Corporation (\*) (hereinafter referred to as “Corporation”) by a Bank Guarantee from a Nationalized Bank/ Schedule Bank/ Foreign Bank irrevocable and operative till the validity of the offer (i.e. **180 days from the closing date of bid submission prescribed by the Employer (DVC) indicated in NIT**) for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs. .... to the Corporation as Earnest Money. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the Corporation of the said guaranteed amount without any demur, reservation or recourse.

We, the aforesaid bank, further agree that the Corporation shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof to the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender Document and the decision of the Corporation that the Tender has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Corporation and it is further declared that it shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Corporation



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may have obtained or shall be obtained from the Tenderer at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

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

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. .... (Rupees ..... ) only and our guarantee shall remain in force upto .....and unless a demand or claim under the guarantee is made on us in writing within **three months** after the aforesaid date i.e. on or before the ..... all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Date .....

(Signature) .....

Place .....

(Printed Name) .....

(Designation) .....

**(Bank's common seal)** .....

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

\* Please indicate the name and address of the projects / stations / offices where the B.G. is to be executed.



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## FORM NO. 3: FORM OF CONTRACT AGREEMENT

### **DAMODAR VALLEY CORPORATION AGREEMENT FOR CONTRACT**

AN AGREEMENT made and entered into this..... day of ..... 20..... by and between **M/s DAMODAR VALLEY CORPORATION (DVC), DVC HQ.** (Name of the Power Station/Hydel Station/Field Formations) of the FIRST PART (which expression shall unless repugnant to the context be deemed to include its successors or assigns) and **M/s** \_\_\_\_\_ of the SECOND PART (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors or assigns.)

WHEREAS the aforesaid Party of the First Part invited tenders for the work of \_\_\_\_\_ **(name of the work).**

WHEREAS the tender of the Party of the Second Part was accepted and the work was awarded to the Party of the Second Part by letter no. **DVC's W.O. No.** \_\_\_\_\_

AND WHEREAS the Party of the Second Part has accepted the work order aforesaid in their letter No. \_\_\_\_\_.

Now the Agreement, witnessed and it is hereby agreed by and between the parties as follows:

- I. This Agreement is a contract for service, consisting of Clauses 1 to 20, inclusive of Annexure hereto and NIT/LOA/LOI/Work Order.
- II. In consideration of the payments to be made by the Party of the First Part to the Party of the Second Part, the Party of the Second Part hereby covenants to carry out the work of \_\_\_\_\_ **(Name of the work).** The Party of the First Part hereby covenants to pay to the Party of the Second Part in consideration of the aforesaid work, as provided in the Agreement.

#### **1) DEFINITIONS:-**

- a) **"Agreement"** shall be effective from the date of commencement of work as stipulated in the work order / Letter of Award (LOA).
- b) **"Payment"** shall mean the amount payable as specified in relevant Clause of NIT/Order/GCC.
- c) **"Premises"** shall mean the premises described in Schedule I.
- d) **"Notice"** shall mean Notice complied with the terms of relevant Clause of NIT/Order/GCC.
- e) **"Services"** shall mean the detailed scope of work as described in Schedule II.
- f) **"Terms & Conditions"** shall mean the terms and conditions which are in the NIT and its subsequent amendments and the terms & conditions mentioned herein after and is binding on the parties.

#### **2) OBLIGATIONS OF THE PARTY OF THE SECOND PART**

- a) The Party of the Second Part shall provide services as agreed upon and set out in Schedule II for the term of the Agreement or until it is terminated in accordance with the clauses of this Agreement.





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- b)** The Party of the Second Part shall obtain at his own cost necessary permits or licenses etc as required under the various laws whether Central, State or Local from time to time for performing and rendering services and the Party of the First Part shall not take any liability whatsoever in this regard.
- i) The Party of the Second Part has to obtain licenses/permits etc as applicable as mentioned above at the earliest of signing this Agreement.
- ii) If the licenses/permits etc obtained by the Party of the Second Part are revoked and/or suspended and/or cancelled by the authority concerned and/or become invalid, the Agreement shall stand unilaterally terminated.
- c)** The Party of the Second Part shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to this Agreement from time to time. These Acts/Rules include, without limitations the following:
- i) The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time;
- ii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notification made there under;
- iii) The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;
- iv) The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time;
- v) The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time;
- vi) The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time;
- vii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time;
- viii) The Factories Act, 1948 with Rules, Orders and Notifications issued there under from time to time;
- ix) The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.
- x) All other Acts/Rules/Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party of the Second Part from time to time for performing the aforesaid services.

The Party of the Second Part shall produce the requisite Compliance Report to the Party of the First Part from time to time or as prescribed in the abovementioned laws.

- d)** The Party of the Second Part shall undertake the services as per details given in Schedule II attached to this Agreement. The Party of the Second Part shall also comply with other instructions, if any, given in writing by the authorized representative of the Party of the First Part to the Party of the Second Part or to his authorized representative for performing the aforesaid services.
- e)** The performance of service by the Party of the Second Part shall be of highest order/standing and competence and as described in Schedule II.



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- f) The Party of the First Part may terminate this Agreement if the performance of services by the Party of the Second Part is not up to specified standard and if the Party of the Second Part fails to comply with the laws mentioned hereinbefore. The decision of the Party of the First part in this respect shall be absolute and final.

### **3) DEPLOYMENT OF EMPLOYEES BY THE PARTY OF THE SECOND PART**

- a) The Party of the Second Part as and when required shall deploy his own employees for rendering satisfactory services.
- b) There shall not subsist in any manner whatsoever any employer-employee relationship between the Party of the First Part and the workmen/employees employed and as and when deployed by the Party of the Second Part or the Party of the Second Part himself. The Party of the Second Part shall be responsible for appointments, payment of wages, compliances with all statutory formalities relating to the workmen/employees employed and deployed by it.
- c) The Party of the Second Part shall conduct the work in the manner prescribed by the Party of the First Part and in the event of any deviation there from, the Party of the Second Part shall be responsible to make good the same within \_\_\_\_\_ (need based to be incorporated) from being intimated by the Party of the First Part. The Party of the Second Part shall supervise and control the manner and mode of working and also the working of the workmen as and when deployed and there shall not be any supervision and control by the Party of the First Part over the employees/workmen employed by the Party of the Second Part.
- d) The workmen/employees engaged and deployed by the Party of the Second Part shall observe discipline at all times and maintain decency and decorum during the course of their employment and the Party of the Second Part shall be fully responsible for the said workmen/employees.
- e) The payment of wages, ESI, PF, bonuses and other benefits to the employees of the Party of the Second Part shall be the exclusive responsibility of the Party of the Second Part and the employees shall have no claim whatsoever on the Party of the First Part.
- f) The Party of the Second part as an when deploy workmen Party of the Second part shall maintain a Register of persons employed under him and issue Employment Photo Identity Cards to each worker within three days of employment and a copy of the same to be submitted with the Party of the First Part within seven days there from.
- g) The Party of the Second part as and when employed workman shall also maintain all statutory register viz register of wages, muster roll register of deductions, register of overtime register of fines, register of advances, wage slip and any other registers required to be maintained under the statute and shall give inspection of the same to the Party of the First Part on demand.
- h) The Party of the Second part as and when employed workman shall make the Payment of wages and other conditions of employment in respect of workmen employed and deployed by the Party of the Second Part in conformity with statutory requirements and the Party of the First Part shall be fully protected in all respect in this regard.
- i) The Party of the Second part as and when employed workman shall send half-yearly returns to the Licensing Officer not later than thirty days from the closing of the Half Year.



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- j) The Party of the Second part as and when employed workman shall be solely and wholly responsible for the safety & security of the employees employed by the Party of the Second Part. The Party of the Second Part shall also make adequate provision of insurance for the said employees at their own cost to cover them against the risk of accident and /or death in harness. In the event of any accident and/or death in harness, the Party of the Second Part shall pay proper compensation to the employees as per The Workmen's Compensation Act, 1923. The Party of the First Part will have no responsibility whatsoever, and will be kept fully indemnified and harmless.
- k) The Party of the Second Part shall also be responsible for the property of the Party of the First Part and in case of any damage whatsoever, shall immediately repair/replace the damaged property at their own cost and arrangement failing which Party of the First Part shall have right to recover the cost from the Party of the Second Part.
- l) The Party of the Second part as and when employed workman in case of any act of indiscipline on the part of workmen/employees engaged by the Party of the Second Part, the Party of the Second Part shall take suitable action against the delinquent employees with proper intimation to the appropriate authority of the Party of the First Part.
- m) The workmen/employees of the Party of the Second Part as and when employed by the Party of the Second Part including himself shall have no right and/or any right to access whatsoever to claim as an employment with the company of the Party of the First Part.
- n) In case the workmen/employees engaged by the Party of the Second Part have any grievance they shall take it up with the Party of the Second Part without causing any disturbance in the premises of the Party of the First Part in any manner. Under no circumstances, shall the workmen engaged by the Party of the Second Part initiate or take part in any agitation or demonstration against the Party of the First Part.
- o) If the process forming part of this Agreement is abolished by any provision of law or under Sec. 10 of the Contract Labour (R&A) Act, 1970 the workmen/employees of the Party of the Second Part shall not become the employees of the Principal Employer i.e. Party of the first Part.
- p) During the terms of this Agreement the Party of the Second Part shall be an independent employer and not in any manner has any employer - employee relationship with the Party of the First Part and that of Principal to Principal.

#### **4) OBLIGATIONS OF THE PARTY OF THE FIRST PART**

- a) The Party of the First Part shall permit the duly authorized workmen of the Party of the Second Part at all convenient times to enter into and upon the premises only on presentation of the approved gate passes as mentioned below, for the purpose of carrying out their work.
- b) The Party of the First Part shall make to the Party of the Second Part all payments, as per Clause 10, throughout the term of this Agreement or so long the Agreement subsists or the Party of the Second Part performs its obligation under this Agreement.



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- 5) **COMPLETION** The Work shall be deemed to have been completed on expiry of period of this Agreement and release of final payment to the Party of the Second Part by the Party of the First Part.
- 6) **PENALTY:** In terms of the General Terms of the Contract clause (as applicable as per the DVC's Contract and GCC)
- 7) **DELEGATION** (As Applicable)
- 8) **INDEMNITY** Party of the Second Part covenants and agrees to fully protect and hold the Party of the First Part, its employees and agents harmless against any claim, demand, actions, suits, proceedings, judgment, liabilities, costs, expenses, damages or losses.
- 9) **BILLS** The Party of the First Part reserves the right to require the Party of the Second Part to submit documentary evidence in support of the bills, including details of the work done, duly supported by the Certificate from the representative of the Party of the First Part in the first week of the following month. Party of the First Part also reserves the right to make at the earliest opportunity any adjustment which may be pending from the previous months.
- 10) **PAYMENT** As per the relevant clauses of work order
- 11) **DURATION OF THE AGREEMENT**
- a) This Agreement shall be effective from the date of commencement of the work as per the Work Order
  - b) The Agreement shall be deemed to expire on completion of the work and on compliance of all the statutory obligations by the Party of the Second Part as provided in for in the agreement, unless extended by both the parties in writing.
- 12) **CANCELLATION/TERMINATION**  
As Per the Clause 28 of the General Conditions of the Contract.
- 13) **CONSEQUENCES OF TERMINATION**
- a) In the event of this Agreement being determined whether by efflux of time or notice or breach or otherwise, the Party of the Second Part shall forthwith return to the Party of the First Part all the papers, books or other articles belonging to the Party of the First Part.
  - b) In the event of termination of this Agreement, the rights and obligations of the parties thereto shall be settled by mutual discussion. The financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the Party of the First Part.
  - c) In the event of termination of this Agreement, the Party of the Second Part shall be liable to refund the amount, if any, paid in advance to it by the Party of the First Part.
  - d) Either Party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each party shall remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised any one or more of the rights and remedies available against each other.



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**14) FORCE MAJEURE** As Per the relevant Clause of the General Conditions of the Contract.

**15) CONFIDENTIALITY** During the tenure of the Agreement and 7 years thereafter the Party of the Second Part undertake on their behalf and on the behalf of their subcontractors / employees / representatives / associates etc to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to the work under this Agreement for any purpose other than in accordance with the Agreement.

**16) NOTICE** Any notice to be served by either party on the other shall be sent by Registered Post and shall be deemed to have been received by the addressee within 07 days of posting.

## **17) SETTLEMENT OF DISPUTES AND ARBITRATION**

- a) Any dispute(s) or difference(s) arising out, of or in connection with the contract shall, to the extent possible, be settled amicably between the Party of the First Part & Party of the Second Part.
- b) In the event of any dispute or difference whatsoever arising under this Agreement or in connection therewith including any question relating to existence, meaning and interpretation of the terms of the Agreement or any alleged breach thereof, the same shall be referred to the Chairman, the CEO of Damodar Valley Corporation, Kolkata-54 or to a person nominated by him for arbitration. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any other latest enactment and the decision/judgment of Arbitrator/Arbitrators shall be final and binding on both the parties. The venue of the arbitration shall be at Kolkata.

However, in case the Party of the Second Part is a Central Public Sector Enterprise/ Govt. Department, the dispute arising between the Party of the First Part & Party of the Second part shall be settled through Permanent Arbitration Machinery (PAM) of the Department of Public Enterprise, Govt. of India as per prevailing rules.

- c) All suits arising out of NIT, subsequent work order and agreement, if any, are subject to jurisdiction of Court in the City of Kolkata only and no other Court, when resolution/ settlement through mutual discussion and arbitration fails.

## **18) AMENDMENTS OF THE AGREEMENT**

No amendment or modification of this Agreement shall be valid unless the same is made in writing by both parties or their authorized representative and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

## **19) MISCELLANEOUS**

- a) The Party of the Second Part as and when required shall deploy as many in number -expert personnel and/or skilled/semi-skilled/unskilled workmen with adequate qualification and experience having appropriate level of acumen to carry out the job with entire satisfaction of the Party of the First Part.
- b) No child labour shall be engaged by the contractor as per statutory rules of the Govt. of India.



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- c) The Party of the Second Part as and when employed their employees engaged in the job shall follow all safety rules at the time of execution of work. It shall be the responsibility of the contractor to supply all safety equipment necessary to their O&M personnel without any extra cost to DVC. All statutory rules & regulations shall have to be followed by the contractor during employment/retrenchment of his workers/employees.
- d) As the plant site is a protected area, necessary gate passes with photograph of every worker/employee of the Party of the Second Part shall be arranged by the Party of the Second Part with proper intimation to the Party of the First Part. The expenditure of issuing the gate passes to the workmen shall be borne by the Party of the Second Part. The gate passes shall be duly signed by the Party of the Second Part with official seal in addition to the signature of the holder (employee of the Party of the Second Part) and the authorised officer of the Party of the First Part.
- e) In case of sub-letting the contract, the sub-contractor shall be engaged with prior approval of the Party of the First Part and at full risk of the Party of the Second Part.
- f) The Party of the Second Part shall not pay less than the prescribed minimum wages to the workmen engaged by him under the Minimum Wages Act, 1948 and the Govt. Rules made there under and subject to revision from time to time. The monthly payment is to be made on the 7th day of the successive month. The Party of the Second Part shall intimate the disbursement of payment to the authorized representative of Personnel Dept. of the Party of the First Part on 7th -10th day of the successive month.
- g) Legal suits arising out of the Agreement, if any, are subject to the jurisdiction in the Court of the city of Kolkata and no other Court elsewhere.
- h) The workers/employees engaged by the Party of the Second Part should not be under the influence or addiction of drug/liquor while on duty. It should be obligatory on the part of the Party of the Second Part to remove any such person from the job whose action or conduct in the opinion of management of the Party of the First Part is detrimental to its interest.
- i) If the Party of the Second Part desires to execute a part of scope of maintenance contract which are very specialized in nature by engaging a specialized competent group they will have to obtain approval from the Party of the First Part, furnishing all credentials and requirement of the manpower strength before their engagement. However, the Party of the First Part reserves the right to discontinue the same at its discretion.
- j) The Party of the Second Part shall fully cooperate with other contractors employed by the Party of the First Part for associated plant and subsidiary as well as other similar activities and shall carry out all reasonable directions of the designated Chief Engineer (O&M) of the Party of the First Part or his authorized representative as the case may be.
- k) For contracts above value 50 lacs both the parties have to sign an Integrity Pact.





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## 20) CHANGE OF ADDRESS

Each Party shall give notice to the other of any change or acquisition of any address or telephone number or FAX or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

IN WITNESS WHEREOF the parties hereto put their signatures on the date as written above.

SIGNED, SEALED AND DELIVERED

Party of the Second Part

Party of the First Part

in the presence of:-  
of:

in the presence

1.

1.

2.

2.





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## **SCHEDULE - (I)**

Premises at which the Services are to be required- DAMODAR VALLEY CORPORATION (DVC).  
..... Thermal Power Station, DVC,

## **SCHEDULE - (II)**

List of services as mentioned in this agreement and in subject work order to be provided at all the  
premises listed in Schedule I.



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## **FORM NO. 4: SECURITY DEPOSIT-CUM- PERFORMANCE BANK GUARANTEE FORM**

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

### **PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT-CUM- PERFORMANCE GUARANTEE**

Ref.....

Bank Guarantee No.....

Date.....

In consideration of the Damodar Valley Corporation, a corporation constituted and established under the Damodar Valley Corporation Act being Act No. XIV of 1948 and having its Headquarters at DVC Towers, VIP Road, Kolkata-700054, (hereinafter referred to as the 'Corporation' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... (Contractor's name) with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns), a Contract by issue of Corporation's \*Purchase Order/Notice of Acceptance/Letter of Acceptance/Work Order No. .... dated ..... and the same having been unequivocally accepted by the 'Contractor' resulting into a 'Contract' valued at .....for.....(Name and description of the work/material).....(herein after referred to as the 'Contract') and the 'Contractor' having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to .....(BG value).....being ..... % of the Contract price to the Corporation.

We, .....(Name & Address of Bank)..... having its Head Office at..... (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the Corporation, on demand, any and all monies payable by the Contractor to the extent of .....(BG value)..... as aforesaid at any time up to (@ days/months/years)..... unconditionally, and without any demur, reservation, contest, recourse or protest and without any reference to the Contractor. Any such demand made by the Corporation on the Bank shall be conclusive and binding notwithstanding any difference between the Corporation and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Corporation and further agrees that the guarantees herein contained shall be enforceable till the Corporation discharges this Guarantee.

The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Corporation shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or forbear to enforce any covenants, contained or implied in the contract between the Corporation and the Contractor or any other course of remedy or security available to the Corporation. The Bank shall not be released of its obligations under these presents by any exercise by the Corporation of its liberty with reference to the matters foresaid or any of them or by reason of any other act or forbearance or other acts of commission or omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.



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The Bank also agrees that the Corporation at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Corporation may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ..... (BG Value).....and it shall remain in force up to and including ..... (@ days/ months /years) and shall be extended from time to time for such period as may be desired by ..... (Contractor's Name) on whose behalf this guarantee has been given.

Dated this .....day of ----- (YYYY) at .....(Place).....

(SIGNATURE) .....

(NAME) .....

-----  
(DESIGNATION WITH BANK STAMP)

Attorney as per Power of Attorney no.....

DATED .....

In presence of

WITNESS (with full name, designation, address and official seal, if any)

1) .....

.....

2) .....

.....

\*Mention the relevant along with reference number.

@This date shall be up to the end of the Defects Liability /Warranty Period as specified in the Contract plus six (6) months claim period thereafter. In case Bank refuses to issue BG having Claim Period separately, the validity period of the BG may be taken as the end of the Defects Liability/Warranty Period plus six (6) months.

Each page of the B.G. to be signed by the executants with common Bank stamp and date.



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## **FORM NO. 5: BANK GUARANTEE VERIFICATION CHECKLIST& INSTRUCTION FOR FURNISHING BANK GUARANTEE**

### **(A) BANK GUARANTEE VERIFICATION CHECKLIST:**

SL. NO.	CHECKLIST	YES	NO
1.	Does the bank guarantee compare verbatim with standard DVC Proforma for BG?		
2.(a)	Has the executing Officer of BG indicated his name designation & power of Attorney No./signing power number etc. on BG?		
2.(b)	Is each page of BG duly signed/initiated by the executant, and last page is signed with full particulars as required in the DVC 's standard proforma of BG and under the seal of the Bank?		
2.(c)	Is BG no. and date mentioned on all pages of the BG?		
2.(d)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3.(a)	Is the BG on non-judicial stamp paper of appropriate value?		
3.(b)	Is the date of sale of non-judicial stamp paper is issued not more than six months prior to the date of execution of BG?		
4.(a)	Are the factual details such as Bid Specification No./NIT No./ LOA No., contract price, etc. correct.?		
4.(b)	Whether overwriting/cutting if any on the BG authenticated under signature & seal of executants?		
5.	Is the amount and validity of BG in line with contract provisions?		
6.	Is the foreign bank guarantee, confirmed by a Nationalized/ Scheduled bank in India (as applicable)?		
7.	Whether the BG has been issued by a Nationalized Bank/Non-Nationalized Bank acceptable to DVC/Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents?(On non-judicial stamp paper of appropriate value to be purchased in the name of the Bank).		



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## (B) INSTRUCTION FOR FURNISHING BANK GUARANTEE:

1. Bank Guarantee (B.G.) for Advance Payment, B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp Paper of the applicable value and **to be purchased in the name of the Bank.**

The Bank Guarantee shall also be issued on the **SFMS (Structured Financial Messaging System)** mode by Issuing Bank.

Details of Advising bank of DVC is as follows:

Sl. No	Project	Bank Name	Branch Name	Account No.	IFSC Code
i)	Head Quarter, Kolkata	PUNJAB NATIONAL BANK	New Manicktala, Kolkata	82250010682	PUNB0008220
ii)	Bokaro Thermal Power Station (BTPS)	BANK OF INDIA	Bokaro Thermal Power Station	479720110000005	BKID0004797
iii)	Durgapur Steel Thermal Power Station (DSTPS)	BANK OF INDIA	Andal	430630110000018	BKID0004306
iv)	Raghunathpur Thermal Power Station ( )	CANARA BANK	Raghunathpur Thermal Power Station	3402201000028	CNRB0006777
v)	Chandrapura Thermal Power Station (CTPS)	CANARA BANK	Chandrapura	3512201000013	CNRB0003512
vi)	Mejia Thermal Power Station (MTPS)	STATE BANK OF INDIA	Mejia Thermal Power Station	10480362106	SBIN0006608
vii)	Maithon	BANK OF INDIA	Maithan	477721110000001	BKID0004777
viii)	Panchet	BANK OF INDIA	Panchet	471320100000036	BKID0004713
ix)	Koderma Thermal Power Station (KTPS)	BANK OF INDIA	Banjhedih	498930110000072	BKID0004989

2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents.

The Power of Attorney is to be witnessed by two persons mentioning their full name and address.

3. The B.G. should be executed by a Nationalized Bank/Scheduled Commercial Bank. **B.G. from Co-operative Bank/Rural Banks are not acceptable.**



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4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. **Any B.G. if executed on Non-Judicial Stamp paper after 6(six) months of the purchase of such stamp paper shall be treated as Non-valid.**
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with NIT/LOA etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract/Bid validity period, the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in NIT/LOA etc.
11. Issuing Bank/The Contractor are requested to mention the NIT/LOA etc. reference along with the B.G. No. for making any future queries to D.V.C.
12. Signing by witnesses in the Bank Guarantee/Performance Guarantee/Security is not mandatory.



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## FORM NO. 6: FORM OF EXTENSION OF BANK GUARANTEE

Ref. No. : Date.....

To,

\*Damodar Valley Corporation,

Sub : Extension of Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs.

..... Favouring yourselves, expiring on ..... on account of  
M/s ..... in respect of NIT/LOA, etc..... Dated.....

(Hereinafter called original Bank Guarantee)

Dear Sirs,

At the request of M/s....., We..... Bank Branch Office at  
.....and having its head office at .....do hereby extend the validity  
of the above mentioned Bank Guarantee No..... dated ..... by another  
..... months/years and will now expire on ..... with claim period upto  
.....

Except as provided above, all other terms and conditions of the original Bank Guarantee  
No.....Dated.....shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

for.....

Manager/Agent/Accountant

Dated.....

SEAL OF BANK

Note: \* Please mention the full address of project/office where the Bank Guarantee is to be submitted.





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## Form No 7: 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 .....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 Expenditure (DoE), Ministry of Finance (MoF)** ' – as displayed on Central Public Procurement Portal (CPPP)'

OR

I/We and or Our affiliates have been banned / suspended by **Any establishment of DVC** ' / ' **Ministry of Power- Govt. of India** ' / ' **Department of Expenditure (DoE), Ministry of Finance (MoF)** ' – as displayed on Central Public Procurement Portal (CPPP)' for a period of .....year/s, effective from..... to.....

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

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

OR

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

6. If any information furnished by me/us online and scanned copy of documents uploaded in support



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of the information by me/us towards eligibility is found to be false/incorrect at anytime, DVC may cancel my Tender and penal action as deemed fit may be taken against me/ us, including termination of the contract, forfeiture of Earnest Money if any 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**



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## FORM NO. 8: Format for Contractor's Performance Evaluation

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

Sl. No.	Description	Max Marks	Marks Obtained
A	Quality, Nos. and Workmanship in Work: Maximum 45 Marks		
1	<b>Quality of manpower deployed</b> (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 concerned Engineer-in-Charge of DVC 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 concerned Engineer-in-Charge of DVC, 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 concerned Engineer-in-Charge of DVC	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	



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6	Training of contractor's manpower at DVC training centre for at least 02 hours per fortnight.	04	
<b>B</b>	<b>Adhere to Time Schedule : Maximum 30 Marks</b>		
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 concerned Engineer-in-Charge of DVC 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 concerned Engineer-in-Charge of DVC Promptness to call/start.	05	
<b>C</b>	<b>Adherence to Safety : Maximum 15 Marks</b>		
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	
<b>D</b>	<b>Responsiveness : Maximum 10 Marks</b>		
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	



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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	
6	Timely submission of check lists etc.	01	
7	Timely submission of bills, invoices and other required documents	01	
<b>E</b>	<b>Statutory Compliances : 0 to (-) 30 Marks</b>		
1	Complaints received from the contract workers regarding underpayment (less than statutory rates)/delayed payment, no payment)	0 to (-)10	
2	No Record of release of PF to workers and/or complaints received regarding the payment of PF	0 to (-)10	
3	Non compliance of Statutory Compliances	0 to (-)5	
4	Not obtained timely insurance coverage, ESI	0 to (-)5	
5	Illegal disposal of waste oils, scrapes or any other hazardous material	0 to (-)2	
	<b>Total ( A to E )</b>	<b>100</b>	
<b>F</b>	<b>Bonus Points : 10 Marks</b>		
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	
	<b>TOTAL ( A to F )</b>		
<b>G</b>	<b>Total Marks obtained in the month</b>		
	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 concerned Engineer-in-Charge of DVC)

(Sign of Authorized Representative of Contractor)

## **Contractor's Performance Rating**

(To be filled by Concerned Engineer-in-Charge of DVC)



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Sl. No.	Up to date Average Marks Obtained	Rating	Rating * Obtained
1	91 and above	Very Good	
2	81-90	Good	
3	70-80	Satisfactory	
4	Below 70	Unsatisfactory	

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

Recommendation Remark (If any) :

concerned Engineer-in-Charge of DVC:

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.



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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 concerned Engineer-in-Charge of DVC.

(Sign of Authorized Representative of Contractor)





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## FORM NO.9: POWER OF ATTORNEY

(To be uploaded by the Digital Signature Certificate Holder)

### ON NON JUDICIAL STAMP PAPER

TO WHOM IT MAY CONCERN

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

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

Thanking you

Yours faithfully

.....

<Signature of the Attesting Authority of the Company>

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

**Attested by**<Name of Attesting Authority>

.....

.....

Stamp

**Notarized by**

.....

.....

Stamp



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## **FORM NO.10: NO RELATION CERTIFICATE**

Certified that I/ We have no relative posted in Accounts/ Finance Department in any capacity between grades of Divisional Accountant and Manager (Finance) (both inclusive) or as an Engineer in the capacity between the grades of Dy. Chief Engineer and Junior Engineer (both inclusive) in DVC under whose audit/ technical control the work will be executed. I/ We shall also intimate the name of persons who subsequently employed by me/ us who are nearly relatives to any Engineer/ Divisional Accountant/Accounts/Finance Officials in DVC.

By the terms near relative is meant wife, husband, parents and grandparents, children and grand children, brother and sisters, uncles, aunts and cousins and their in-laws.

Signature of the Contractor

**Scope**



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## **FORM NO. 11: Form for Acceptance of On Line Reverse e-Auction**

**(To be submitted on Bidder's Letter Head)**

We, \_\_\_\_\_

(Supplier Name) having registered office at,

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

Name & Designation:

e-mail ID :

Contact Phone Nos:

Address :

(Signature & Seal)

Place:

Date:

**12: BUSINESS RULES FOR ON LINE REVERSE e-AUCTION****1. Definition of Key Terms – Reverse e-Auction:**

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

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

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

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

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

**Auction Engine:** Auction Engine refers to the software that encapsulates the entire auction process, processing logic and information flows. Service Provider is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

**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 auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionalities and screens of the auction mechanism. It is not mandatory for <https://etenders.gov.in/eprocure/app> to provide Preview Time.

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

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

**Auto Extension of the Auction Timings:** In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period



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(Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 5 minutes. DVC / Service Provider however retain the right to change the same. The Inactivity Time applicable for the particular On-line Bid shall be communicated to the bidder if it will be set to a value less than 5 minutes.

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

**Auction Report:** Service Provider would provide an Auction Report to the Client containing a summary of the auction proceedings (to replace by bidding event) and outcome. The Auction Report would constitute the official communication from Service Provider to the client about the outcome of the Reverse e-Auction.

**ID and Pass Word:** Pass Word and ID shall be given to all the eligible by the Service Provider for enabling the bidder to participate in the Reverse e-Auction.

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

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

## 2. Schedule for On Line Reverse e-Auction:

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

**Start Time: XXXX**

**End Time: XXXX**

## 3. Bidding Extension Time:

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

## 4. Post Bidding Procedure:

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

## 5. Procedure of Reverse e-Auction:

- All bidders shall submit their Initial Price Offer along with submission of Techno-Commercial bid as per schedule mentioned in Data Sheet online only.
- The Initial Price Offers shall be evaluated to arrive at the lowest Initial Price Offer.
- DVC reserves the right to fix the "Opening Price" i.e. the base price/ start price for Reverse e-



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Auction.

- d) The **“Opening Price”** i.e. the start price for Reverse e-Auction will be as decided by DVC in Indian Rupees (INR) after evaluation of the Initial Price Offers.
- e) Final price offer (L1 basis) from the techno-commercially qualified bidders (please see point no. 38 below) will be obtained through On Line Reverse e-Auction procedure on the e-platform of <https://etenders.gov.in/eprocure/app>.
- f) DVC shall upload the **“Opening Price”** i.e. the base price/ start price for On Line Reverse e-Auction and can be viewed by all the bidders at the start of the Reverse e-Auction.
- g) During the On Line Reverse e-Auction the Qualified Bidders who are eligible for participating in the Reverse e-Auction shall be permitted to place their Final Price Offers provided that the Bid Decrement shall be at least the **minimum decrement amount of 0.25% of “Opening Price” i.e. the base price/ start price.**
- h) Bidders, by offering a price **equal to** or lower than the **“Next Valid Bid”**, can become **“L<sub>1</sub> Bidder”** and this continues as an iterative process.
- i) After completion of the online Reverse e-Auction, the **“Closing Price (CP)”** shall be available for further processing.
- j) Only those Bidders whose offers are found to be technically and commercially Responsive, shall be eligible (please see point no. 38 below) to participate in Reverse e-Auction process.
- k) Online Reverse e-Auction shall be conducted by DVC on a pre-specified date and time, while the bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
- l) All Bidders are advised to participate in the RA from their own office / own arrangement. In such an event the bidder has to make arrangement for ensuring connectivity throughout RA. For this option bidder shall be solely and exclusively responsible for ensuring continuance of connectivity. DVC shall, in no way, be responsible for the consequences arising out of disruption of connectivity. Service Provider shall in no way be responsible ensuring connectivity.

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

## **6. Terms and Conditions for Reverse e-Auction:**

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

- 1) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.
- 2) After completion of the Reverse e-Auction event, based on the final price quoted by the bidders in INR, successful bidder shall submit Price Schedule-Excel Sheet uploaded by DVC within 4 hours of conclusion of the Reverse e-Auction.
- 3) Bidders shall be assigned a Unique User Name & Password by DVC. Bidders are advised to change the Password after the receipt of initial Password from DVC to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
- 4) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse e-Auction:
  - (a) Start Price/Opening Price.



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- (b) Decrement value
  - (c) Rank of the bidder
  - (d) Current bid of the bidder
  - (e) Best Bid in the Bidding (Current  $L_1$  Price)
  - (f) Next Valid Bid (to be quoted in order to become  $L_1$ )
- 5) Upon receipt of the system report after completion of the Online Reverse e-Auction, 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 e-Auction 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 Bidding documents and other correspondences, if any, till date.
- 9) Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse e-Auction
- 10) For the Reverse e-Auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 11) Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.
- 12) DVC will provide all necessary training and assistance before commencement of Reverse e-Auction. DVC, in case so required, shall arrange to demonstrate /train the bidder or bidder's nominated person(s), without any cost to bidders. DVC shall also explain the bidders, all the rules related to the Reverse e-Auction Rules to be adopted along with Reverse e-Auction Manual.
- 13) Business rules for Reverse e-Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.
- 14) Bidders have to accept 'Terms & Condition' and the 'Business Rules of Reverse e-Auction' before start of Reverse e-Auction. Without this, the bidder will not be eligible to submit bid in the Reverse e-Auction.
- 15) In line with the provisions of bidding document, DVC will provide the Price Schedule format in MS EXCEL sheet.
- 16) On Line Reverse e-Auction will be conducted on scheduled date & time, which shall be intimated to the eligible bidders in advance.
- 17) After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail Id, "Final percentage (%) decrement as quoted" during the online Reverse e-Auction duly signed by the authorized person, in the prescribed Price Schedule- Excel Sheet format, within four (4) hours of Bidding End Time without fail.
- 18) Bidders should acquaint themselves of the 'Business Rules of Reverse e-Auction' stipulated at above
- 19) 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.





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- 20) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
- 21) Period of validity of Prices received through Reverse e-Auction shall be same as that of the period of validity of bids offered.
- 22) 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 financial Bid.
- 23) 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.
- 24) It is brought to the attention of the bidders that the bid event will lead to the final price only.
- 25) Technical and other non-commercial queries (not impacting price) can only be routed to the DVC contact personnel indicated in the bidding documents.
- 26) Order finalization and post order activities would be transacted directly between successful bidder and DVC.
- 27) Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.
- 28) In case of any problem faced by the bidder **during the process of Reverse e-Auction**, bidders are advised to Mob No. **XXXXXX** only with e-mailing the exact problem faced by the bidder to [XXXXXX@dvc.gov.in](mailto:XXXXXX@dvc.gov.in).
- 29) Bidders are advised to visit the Bidding page and enter the 'Live Bidding' cockpit successfully well in advance to identify/rectify the problems to avoid last minute hitches.
- 30) 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.
- 31) Bidders may note that it may not be possible to extend any help, during Reverse e-Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.
- 32) For access to the Bidding site, the following URL is to be used: **<https://dvc.e-auctions.in>**. For user guidance please follow the manual which is there in the website.
- 33) No queries shall be entertained while Reverse e-Auction is in progress.
- 34) In case user ID is locked, you are requested to call helpdesk as mentioned in IFB.
- 35) Final rate of individual items of the L1 bidder of Reverse e-Auction shall be calculated on the basis of same percentage (%) of reduction/ decrement for each items as that of received on item-wise price during the Reverse e-Auction from L<sub>1</sub> bidder (L<sub>1</sub> basis) over base price/opening price of Reverse e-Auction.
- 36) In the event of L-1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.
- 37) In the event of L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period of six months from the date of issue of suspension order. The





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suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected. EMD will be forfeited.

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

## 7. User Help:

- 1) Log on to <https://etenders.gov.in/eprocure/app>
- 2) Enter your Login ID & Password. Click on the link “Login”
- 3) You will reach your account Home Page, Click on the required Bidding Number and then on the Live Bidding link to enter the Bidding cockpit.
- 4) You will enter the Bidding cockpit.
  - 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



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## 13. FORM OF DEED OF JOINT UNDERTAKING

(IN CASE OF COLLABORATOR / ASSOCIATES/'PROMOTER COMPANY (IES) OF JVC')  
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER & \*\*  
'ASSOCIATE' / 'COLLABORATOR' / 'PROMOTER COMPANY (IES) OF JVC' FOR  
SUCCESSFUL PERFORMANCE OF THE CONTRACT OF ".....(Name of  
Project)".**

This DEED of UNDERTAKING executed this.....day of .....Two thousand ..... by  
M/s..... a company registered under  
the..... having its registered office at ..... (hereinafter called the JV  
Company/Bidder/Contractor, which expression shall include its successors, administrators,  
executors and permitted assigns)

And

M/s ..... a company incorporated  
under.....having its Registered Office at  
....., (hereinafter called  
the **Associate/Collaborator** which expression shall include its successors, administrators,  
executors and permitted assigns)

Or,

M/s. ...., M/s. ...., M/s. ....,  
M/s. ...., etc. (as applicable), company(s) registered under .....,  
....., etc. (as applicable) respectively, having registered  
office(s) at ....., etc. (as applicable)  
respectively, **the Promoter Company(ies) of JVC** [hereinafter called the "Promoter Company(ies)  
of JVC", which expression shall include its successors, administrators, executors and permitted  
assigns]

**and in favour of**

DAMODAR VALLEY CORPORATION, Established by the ACT XIV of 1948, having its Registered  
Office at DVC TOWERS, VIP ROAD, KOLKATA- 700054, INDIA (hereinafter called "**DVC**" or  
"**Employer**" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids vide NIT No. .... for  
.....(Name of the Project) as specified in the NIT. AND  
WHEREAS, M/s ....., {As Associate/Collaborator} meets the  
stipulated requirements as per Clause .....of NIT,

Or,

M/s. ...., M/s. ...., M/s. ....,  
M/s. ...., etc. [as Promoter Company(ies) of JVC as applicable], fully meets  
the stipulated requirements as per Clause .....of NIT,

And we, the Bidder & the \*\* Associate /Collaborator/ Promoter Company(ies) jointly executed this  
irrevocable Deed of Joint Undertaking for effecting this Association that we shall be held jointly and  
severally responsible and bound unto the Employer for **successful performance of the contract**  
of .....(Name of the Project), in the event the Bid is  
accepted by the Employer resulting in a Contract (hereinafter called the "**Contract**").



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WHEREAS M/s ..... (the Bidder/Contractor) is submitting its proposal No..... dated .....in response to the aforesaid Invitation for Bid for .....

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we, the aforesaid \*\* Associate / Collaborator / Promoter Company(ies) of JVC and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the contract of .....(Name of the Project).
2. In case of any breach of the Contract committed by the Contractor, we, the \*\* Associate / Collaborator/ Promoter Company(ies) of JVC, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the contract of .....(Name of the Project). Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the \*\* Associate / Collaborator/ Promoter Company(ies) of JVC and Contractor, jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the \*\* Associate / Collaborator / Promoter Company(ies) of JVC, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice to any rights of the Employer under this Deed of Joint Undertaking to proceed against the \*\* Associate / Collaborator / Promoter Company(ies) of JVC.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:
  - (a) the \*\* Associate / Collaborator / Promoter Company(ies) of JVC shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor and \*\* Associate / Collaborator / Promoter Company(ies) of JVC to facilitate the successful performance of the contract of .....(Name of the Project) and shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.
  - (b) In the event the \*\* Associate / Collaborator / Promoter Company(ies) of JVC and Contractor fail to demonstrate successful performance of the contract of .....(Name of the Project), the \*\* Associate / Collaborator / Promoter Company(ies) of JVC and the Contractor shall promptly carry out all the measures at their own expense and shall promptly provide corrected designs to the Employer.
  - (c) Implementation of the corrected designs and all other necessary repairs, replacements, rectifications or modifications and payments of financial liabilities, penalties and fulfilment of all other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and \*\* Associate/ Collaborator / Promoter Company(ies) of JVC.
4. We, the Contractor and \*\* Associate / Collaborator / Promoter Company(ies) of JVC do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of defect liability period under the Contract and further stipulate that the Undertaking herein contained shall terminate after six months of satisfactory completion of such defect liability period.



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In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

5. The Contractor and \*\* Associate/ Collaborator / Promoter Company(ies) of JVC will be fully responsible for the quality of works and timely delivery thereof to meet the work schedule under the Contract.
6. In case of Award, in addition to the Contract Performance Security furnished by the Contractor, the \*\* Associate / Collaborator / Promoter Company(ies) of JVC shall furnish "as Security" an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to Employer as per provisions of the Bidding Documents. The value of such Bank Guarantee shall be as stipulated in the Bidding documents and it shall be guarantee towards the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of Contract, i.e. six months beyond the end of the Defect Liability period under the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Document. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Kolkata shall have exclusive jurisdiction.
8. We, the \*\* Associate / Collaborator / Promoter Company(ies) of JVC and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.
9. That this Deed shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Associate/Collaborator and the Contractor, through their authorized representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s .....  
JVC)

(Promoter Company (ies) of

Witness

Name

1. \_\_\_\_\_  
(Signatures of the authorized representative)

Designation \_\_\_\_\_

\_\_\_\_\_  
(Official address)

Common Seal

**\*\* For M/s .....  
(Associate/ Collaborator)**

Witness

Name



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2. \_\_\_\_\_  
(Signatures of the authorized representative)

Designation \_\_\_\_\_

\_\_\_\_\_  
(Official address)

Common Seal

**Prime Bidder**

Witness

1. \_\_\_\_\_  
(Signatures of the authorized representative)

Name \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_  
(Official address)

Common Seal

\*\* Delete whichever is not applicable as per the respective clause of QR of NIT

**\*\* Delete whichever is not applicable as per the respective clause of QR of IFB**



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## 14. FORM OF BANK GUARANTEE BY \*\* ASSOCIATE / PROMOTER COMPANY (IES)

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, IF ANY, OF THE  
COUNTRY OF THE ISSUING BANK)

Bank Guarantee No. Date.

(1) KNOW ALL MEN BY THESE PRESENTS that in consideration of Damodar Valley Corporation, a Corporation constituted and established under the Damodar Valley Corporation Act being Act No. XIV of 1948 and having its Headquarters at D.V.C. Towers, V I P Road, Kolkata-700054 (hereinafter called "The Corporation") having agreed to accept from ..... (hereinafter called "The Contractor"), a Bank Guarantee for Rs. .... in lieu of additional contract performance guarantee for the due fulfilment by the \*\* Associate / 'Promoter Company(ies)' of the \*Purchase Order/Letter of Intent/Letter of Acceptance/work order No. .... issued by the Corporation for ..... (Name & Description of the work/material) (hereinafter called "the said \*Purchase Order/Letter of Intent/Letter of Acceptance/ work order") we (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs..... (Rupees ..... ) only against any loss or damage caused to or suffered by the Corporation by reason of any breach by any of the \*\* Associate / 'Promoter Company (ies)' of any of the terms and conditions contained in the said \* Purchase Order/Letter of Intent/Letter of Acceptance/ work order of which breach the opinion of the Corporation shall be final and conclusive.

(2) AND WE, .....DO HEREBY Guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of ..... (Rupees ..... ) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for ..... placed with it (the work tendered for by it) within the period stipulated in the said \*Purchase Order/Letter of Intent/Letter of Acceptance/work order in accordance with terms and conditions contained or referred to in the said \*Purchase Order/Letter of Intent/Letter of Acceptance/work order in the event of the \*\* Associate / 'Promoter Company(ies)' refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to in the said \*Purchase Order/Letter of Intent/Letter of Acceptance/ work order.

3) WE ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said \*Purchase Order/Letter of Intent/Letter of (Acceptance/work order including the warranty obligations and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said \* Purchase Order/Letter of Intent/Letter of Acceptance/work order have been fully paid and its claims satisfied or discharged or till the Corporation or its authorized representative certified that the terms and conditions of the said \* Purchase Order/Letter of Intent/Letter of Acceptance/ work order have been fully and properly carried out by the said contractor and accordingly discharged the Guarantee.



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(4) WE ....., the Guarantor undertake to extend the validity of Bank Guarantee at the request of the Contractor for further period or periods from time to time beyond its present validity period failing which we shall pay the Corporation the amount of Guarantee.

(5) The liability under this guarantee is restricted to Rs. .... only and will expire on..... and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us within 06 months from ..... all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter).

(6) The Guarantee herein contained shall not be determined or effected by liquidation or winding up or insolvency or closure of the Contractor.

(7) The executants has the power to issue this guarantee on behalf of the Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. .... (Rupees only and our guarantee shall remain in force upto and unless a demand or claim under the guarantee is made on us in writing on or before all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, ..... Bank lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Corporation in writing. In witness whereof we..... have set and subscribed our hand on this ..... day of..... 20.... at.....

SIGNED, SEALED AND DELIVERED

WITNESS :

(Stamp of the executants)

1) –

2) –

(Name & address in full with Rubber Stamp)

\*Mention the relevant along with reference number.

Each page of B.G. to be signed by the executants with common Bank stamp and date

**\*\* Delete whichever is not applicable as per the respective clause of QR of IFB**



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## NOTE:

1. The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank.
2.
  - (i) The Bank Guarantee from a Bank as per the ITB is acceptable to the Employer.
  - (ii) The Bank Guarantee from any other Indian or Foreign Bank of repute acceptable to the Employer, is also acceptable.
  - (iii) While getting the Bank Guarantee issued, the \*\* Associate / 'Promoter Company(ies)' is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the contractor is required to fill up this Form and enclose the same with the Bank Guarantee.





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## 15. PROFORMA FOR POWER OF ATTORNEY

(To be submitted in case of Associates)

**(ON NON JUDICIAL STAMP PAPER)**

KNOW ALL MEN BY THESE PRESENTS that we M/s..... a company registered under the..... having its registered office at ..... and M/s..... a company registered under the..... having its registered office at ..... all carrying on business at present in Associate, do hereby nominate, constitute and appoint Shri ..... S/o

Shri ..... by caste ..... by occupation ..... at present residing at ..... as the Constituted Attorney for and on behalf of our said Associated firm to do inter alia the following acts, deeds and things :-

Whereas, the members of the Associate are interested in bidding and execution for the work of “.....(name of the work)” as per the NIT (mentioned below) and in accordance with the terms and conditions of the Bid Document and Whereas, it is necessary for the members of the Associate to designate someone with all necessary power and authority to do for and on behalf of the Associates all acts, deeds and things as may be necessary in connection with the Associate's bid for the tender/contract or in the alternative to appoint someone, who would have all necessary power and authority to do all acts, deeds and things on behalf of the Associate, as may be necessary in connection with the Joint Associate's bid for the tender/contract.

Whereas, the Chief Engineer (M), Damodar Valley Corporation, Contracts & Materials Department, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkatta - 700054 has invited bid for the work of

\_\_\_\_\_ against Tender Notice / NIT No. \_\_\_\_\_.

To do on behalf of the Associate, all or any of the acts, deeds or things as may be necessary or incidental to the Associate's Bid for the Project, including signing and submission of bid, participation in conferences, responding to queries, submission of information/documents and generally to represent the Associate in all its dealing with DVC, \_\_\_\_\_, any other Government Agency or any Person, in connection with the project until completion of the process of bidding and thereafter till agreement is entered into with DVC, \_\_\_\_\_.

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

In witness whereof we have set and subscribed our hand on this \_\_\_\_\_ day of \_\_\_\_\_

Witness : Signed, sealed and Delivered

Witness:

1. ....  
.....

Signed for and Behalf of M/s....

Name:



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Designation:

Common Seal

2. ....

.....

Signed for and Behalf of M/s....

Name:

Designation:

Common Seal

Signature of Power of Attorney Holder is attested hereby



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## 16. POWER OF ATTORNEY

### (IN CASE OF JOINT VENTURE)

#### (ON NON JUDICIAL STAMP PAPER)

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

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

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

Whereas DVC\_\_\_\_\_ has invited Bid for the ".....(name of the work)" against Tender Notice No. \_\_\_\_\_

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

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

In witness where of we have here unto set and subscribe our respective hands and seal this \_\_\_\_\_ Day of \_\_\_\_\_ 2017

Witness:

\_\_\_\_\_

Signed for and behalf of

1)

Name:



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2)

\_\_\_\_\_

Signed for and on behalf of

Name:

Signature of Power of Attorney Holder is attested hereby

\_\_\_\_\_

Signature of Power of Attorney Holder

\_\_\_\_\_

Signature of person signing this Power

Of Attorney for Joint Venture above



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## FORM NO. 17:

### 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



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

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 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.



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## SECTION-4: COMPENSATION FOR DAMAGES

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

## SECTION-5: PREVIOUS TRANSGRESSION

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

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

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

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

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

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

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

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

## SECTION-8: INDEPENDENT EXTERNAL MONITOR

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents,



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whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, DVC.

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

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

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

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

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

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

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

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

Sl. No.	Name	Address	e-mail
1.	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
2.	Shri Ashok Kumar Poddar, Additional Director General (Retd)	Flat No. 41, Block C, Kendriya Vihar Apartments, Sector – 51, Noida – 201301 (UP)	ashokpoddar62@gmail.com





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## SECTION- 9: PACT DURATION

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

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

## SECTION-10: OTHER PROVISIONS

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

(For & on behalf of DVC)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Witness 1: .....

(Name & Address) .....

Witness 2: .....

(Name & Address) .....



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## **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.



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## 18. DVC BANKER DETAILS:

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



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## FORM NO. 19

### 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)



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## FORM NO. 20: (PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE BIDDER /CONSORTIUM PARTNER)

Ref. : Date :

To  
The  
(Designation & Full Address of TIA)

Dear Sirs,

1. I, Mr./Ms. .... (CEO / CFO\* of M/s ..... (Name of the  
\*Bidder / \*Consortium Partner / \*Subsidiary(ies) / \*Holding Company / \*Subsidiaries of the  
Holding companies) hereby confirm and undertake that the Financial results of the  
Company are under audit as on the date of Techno-commercial bid opening for the  
package ..... (Name of the package).

2. I further, declare that the Certificate from the practicing Chartered Accountant  
certifying the financial parameters of M/s ..... (Name of the \*Bidder / \*  
Consortium Partner / \*Subsidiary(ies) / \*Holding Company / \*Subsidiaries of the Holding  
companies) for the last financial year is not available.

**\* Strike off whichever is not applicable.**

Yours faithfully  
(Signature)

Date : (Name & Designation).....  
Place : (Name of the Company).....  
(Seal of Company).....



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## FORM NO. 21

### CHECKLIST

Sl. No.	Description	Enclosed (Yes/No)	Uploaded File Name & Reference Pages
**1	Hardcopy documents in support of <b>Cost of Tender Document</b> & also uploaded the same online (CPPP).		
**2	Hardcopy Documents in support of <b>Bid Security</b> & also uploaded the same online (CPPP).		
**3	Hardcopy of <b>Integrity Pact</b> duly signed by authorized signatory in each page in present of one witness as per Proforma-17 annexed at Section V: Bid Forms & Procedures (BFP) of the Tender Document & also uploaded the same online (CPPP).		
4	<b>Techno-Commercial Excel Sheet</b> duly filled up by the bidder.		
5	<b>Letter of Bid</b> as per <b>PROFORMA-1</b>		
6	<b>Acceptance of On Line Reverse e-Auction</b> as per <b>PROFORMA-11</b>		
7	<b>Affidavit</b> (For genuineness of the information furnished and authenticity of the documents produced for verification in support of bidder's eligibility) as per <b>PROFORMA-7</b>		
8	<b>Notarized Power of Attorney of Bidder</b> as per <b>PROFORMA-9</b>		
9	<b>Banker's Details for making on-line payment</b>		
10	<b>No Relation Certificate</b> as per <b>PROFORMA-10</b>		
11	<b>Bidder's Declaration On MII Policy</b> as per <b>PROFORMA-19</b>		
12	<b>Joint Deed of Undertaking in case of Joint Venture Company (JVC)/ Associates</b> as per <b>PROFORMA-13</b>		
13	<b>Notarized Power of Attorney of Bidder in case of Joint Venture Company (JVC)</b> as per <b>PROFORMA-15/ Associates</b> as per <b>PROFORMA-16</b>		
14	Documents in support of Qualifying requirements on Technical Capability i.e. <b>Work Execution Certificate with executed value with reference order no. &amp; date OR Payment Receipt Document with reference to Work Order No. with date/ Certified copies of Running A/C Bills</b> which is sufficient to prove the works had been completed or to be completed as per clause no. 5.01 in Invitation of Bids (IFB) of the Tender Document.		
15	Details executed work order/Purchase Order/ Contract Agreement		
16	<b>Audited Annual Accounts for preceding five financial years</b>		
17	A <b>certificate from a practicing Chartered Accountant</b> that the bidder(s) does/do not fall under Companies/ Organization under		



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	Board for Industrial and Financial Reconstruction (BIFR)/ National Company Law Tribunal (NCLT) or Companies/ Organization under Debt Recovery Tribunal (DRT) or Companies/ Organization, who have applied for Corporate Debt Restructuring (CDR) in last two financial years		
18	<b>Unutilized line of credit for fund based and non-fund-based limits</b> in case of access to credit facilities on the date of NIT from their bankers.		
19	<b>Organization Set up</b> giving details of Manpower, Plants and Machineries.		
20	Copy of <b>GST</b> Registration Certificate.		
21	Copy of <b>EPF</b> and <b>ESI</b> Registration Certificate.		
22	<b>Company Registration Certificate</b> in case of Limited / <b>Public Limited Company /Partnership deed</b> in case of Partnership Company / Affidavit duly notarized in case of sole <b>proprietorship Business</b> .		
23	Financial Excel Sheet duly filled up by the bidder		

**\*\* Hard Copy Documents** (Containing documents in support of cost of Tender document, Documents in support of Bid Security, and Integrity Pact) have to be submitted by the bidder and should be received by DVC at the address given in the NIT during office hours, on or before the last date & time of Bid Submission/Uploading period.



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## **VOLUME - II**

# **TECHNICAL SPECIFICATION**

## **Scope of Work**